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Rules, Regulations, Orders

TITLE 7—AGRICULTURE

CHAPTER III—BUREAU OF ENTOMOLOGY AND PLANT QUARANTINE

[B.E.P.Q. 485, Seventh Revision¹]

PART 301—DOMESTIC QUARANTINE NOTICES WHITE-FRINGED BEETLE

§ 301.72a *Administrative instructions; removal of certification requirements for specified articles for a limited period.* (a) Pursuant to the authority conferred upon the Chief of the Bureau of Entomology and Plant Quarantine by the second proviso of § 301.72, Chapter III, Title 7, Code of Federal Regulations [Notice of Quarantine No. 72, on account of the white-fringed beetle], all certification requirements are hereby waived during the period specified below for the following articles enumerated in § 301.72-3 [Regulation 3] when free from soil and when sanitation practices are maintained to the satisfaction of the inspector.

(1) When moved interstate from any regulated area, certification requirements are waived from February 1, 1941, until May 1, 1941, for potatoes and sweetpotatoes.

(2) When moved interstate from any regulated area, certification requirements are waived from February 1, 1941, until June 1, 1941, for the following articles:

- (i) Bird sand and bird gravel in packages of 5 pounds or less.
- (ii) Ground peat in amounts not to exceed 5 pounds per package.
- (iii) Orchid plants growing exclusively in Osmunda fiber.
- (iv) Osmunda fiber (commonly known as Osmundine, or orchid peat).

It has been determined that the methods under which such articles and materials are produced and handled, or the application of control measures and the maintenance of sanitation practices, eliminate risk of spread of the white-

fringed beetle, thereby justifying the removal of certification requirements as set forth above.

(b) Except as specified in paragraphs (1) and (2) above, all soil, earth, sand, clay, peat, compost, and manure whether moved independent of, or in connection with or attached to nursery stock, plants, products, articles, or things, shall remain under the restrictions of § 301.72-3 [Regulation 3] throughout the year.

This revision supersedes all previous issues of circular B.E.P.Q. 485.

Done at Washington, D. C., this 24th day of January 1941.

[SEAL] LEE A. STRONG,
Chief, Bureau of Entomology
and Plant Quarantine.

[F. R. Doc. 41-660; Filed, January 28, 1941;
11:23 a. m.]

TITLE 19—CUSTOMS DUTIES

CHAPTER I—BUREAU OF CUSTOMS

[T.D. 50317]

ARTICLES 262, 299, AND 1366 OF THE CUSTOMS REGULATIONS OF 1937 AMENDED¹

The Customs Regulations of 1937 are hereby amended as follows:

Paragraph (h) of article 262, as amended by T. D. 50043² (§ 5.3a (h)), is amended by inserting "valued at more than \$10" between the word "article" and the word "shipped" in the first sentence. (R.S. 251, sec. 498, 46 Stat. 728, sec. 1, 53 Stat. 1226; 19 U.S.C. 66, 1498, 48 U.S.C., Sup. V, 1236.)

Paragraph (b) (11) (a) of article 299, as amended by T.D. 49499³ (§ 6.16 (b) (11) (i)), is further amended by adding "Newspapers" to the list at the end thereof. (Secs. 484, 498, 46 Stat. 722, 729; 19 U.S.C. 1484, 1498.)

Paragraph (e) of article 1366⁴ (§ 24.7 (e)) is amended to read as follows:

¹ This document affects 19 CFR 5.3a, 6.16 and 24.7.
² 4 F.R. 4917.
³ 3 F.R. 856.
⁴ 2 F.R. 1737.

CONTENTS

RULES, REGULATIONS, ORDERS

TITLE 7—AGRICULTURE:	
Bureau of Entomology and Plant Quarantine:	Page
White-fringed beetle certification requirements removed for specified articles for limited period.....	645
TITLE 19—CUSTOMS DUTIES:	
Bureau of Customs:	
Customs regulations of 1937, amendments	645
TITLE 26—INTERNAL REVENUE:	
Bureau of Internal Revenue:	
Wine, production, fortification, etc.; tax-payment by stamp	646
TITLE 41—PUBLIC CONTRACTS:	
Division of Public Contracts:	
Uniform and clothing industry, minimum wage determination.....	646
TITLE 46—SHIPPING:	
Bureau of Marine Inspection and Navigation:	
Load lines, power door warning signals.....	648
TITLE 49—TRANSPORTATION AND RAILROADS:	
Interstate Commerce Commission:	
Notice to all water carriers subject to Part III, Interstate Commerce Act.....	648
Certificate applications.....	649
Exemption applications.....	649
Form of notice that an application for a certificate has been filed.....	649
New operations certificate applications	649

NOTICES

Department of Agriculture:	
Rural Electrification Administration:	
Allocation of funds for loans.....	659
Department of the Interior:	
Bituminous Coal Division:	
Cease and desist orders:	
Dunreath Coal Co.....	657
Payne, John T.....	657
(Continued on next page)	

¹ Sixth Revision appears at 5 F.R. 2850.



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CONTENTS—Continued

Department of the Interior—Con.	Page
Bituminous Coal Division—Con.	
Cole Fuel Co., denial order	657
Dods, Jack, and Rio Grande Coal Co., petition dismissed	657
Hearings:	
Gambin, Etna	658
Rideout, Paul	658
Shelby Steam Coal Co., Inc., and Finney Ratliff (cancellation)	657
Pennsylvania Electric Co., exemption renewal granted	656
Department of Labor:	
Division of Public Contracts:	
Electrical and Radio Transmitter, etc., Manufacturing Industry, additional wage information	659
Federal Communications Commission:	
Hearings:	
KNOE, Inc.	660
Liner's Broadcasting Station, Inc.	659
Federal Power Commission:	
Iowa-Nebraska Light and Power Co., application filed	660
Federal Trade Commission:	
Orders appointing trial examiners, etc.:	
Alma's Home Made Candies	662
Brewer, Chas. A., & Sons	660
Consumers Mercantile Service	661
G. & F. Sales Co.	661
Harlich Mfg. Co.	660
Merchandise Sales Syndicate	662
Radio Distributors	661
Standard Distributing Co.	661
Union Concession Co.	661
Securities and Exchange Commission:	
Aviation and Transportation Corp., exemption	662
Cities Service Co., exemption order denial date extended	663

CONTENTS—Continued

Securities and Exchange Commission—Continued.	
Exemptions extended:	Page
Consolidated Electric and Gas Co.	663
International Utilities Corp., and Dominion Gas and Electric Co.	662
War Department:	
Contract summaries:	
Day and Zimmermann Inc.	651
Eastern Rolling Mill Co.	654
Ferguson, H. K., Co.	655
Ferguson, H. K., Co., and Oman Construction Co.	655
Guthrie, A., & Co.	653
Remington Arms Co., Inc.	653
Scovill Mfg. Co.	656
Whitman, William, Inc.	651
York Safe and Lock Co.	650
National Guard units, inductions effective:	
February 3, 1941	650
February 10, 1941	650
February 17, 1941	650

(e) The waybill weights of bulk cargoes unladen directly from the importing vessel into cars, or imported in railroad cars, may be accepted as the official weights of the merchandise, when the waybill shows that the commodity has been actually weighed and the collector is satisfied that the revenue is adequately protected. In any case in which the waybill weight varies materially from the invoice weight, actual weight should be ascertained and a special investigation should be made to ascertain the reason for the variance. When waybill weights are taken, the weighing officer should note that fact in his dock book and on his return of weight. (R.S. 161, sec. 624, 46 Stat. 759; 5 U.S.C. 22, 19 U.S.C. 1624.)

W. R. JOHNSON,
Commissioner of Customs.

Approved: January 27, 1941.

HERBERT E. GASTON,
Acting Secretary of the Treasury.

[F. R. Doc. 41-620; Filed, January 27, 1941; 3:54 p. m.]

TITLE 26—INTERNAL REVENUE

CHAPTER I—BUREAU OF INTERNAL REVENUE

[T.D. 5033]

SUBCHAPTER C—MISCELLANEOUS EXCISE TAXES

PART 178—PRODUCTION, FORTIFICATION, TAX-PAYMENT, ETC., OF WINE

Amendment Relating to Tax-Payment by Stamp

By virtue of and pursuant to the provisions of sections 3030 (b) (1), 3040, 3176, and 3301 of the Internal Revenue Code, Paragraph 108 of Regulations No.

7¹ (§ 178.108, Title 26, Code of Federal Regulations) is hereby amended to read as follows:

§ 178.108 *Tax-payment by stamp.*
Whenever the proprietor proposes to tax-pay and remove wine, he shall, prior to such removal, securely affix to each cask, barrel, or other immediate container (except bottles of a capacity of one gallon or less) or to each case or other shipping container (except railroad tank cars), stamps denoting payment of the internal revenue tax thereon. The stamps shall be affixed to the Government head of each package or side of each case. When removal is made in a tank truck, the stamps shall be affixed to a suitable board fastened to the truck in a permanent manner. The stamps must be affixed with a good adhesive. In the case of wooden containers, tacks or staples shall be used in addition to the adhesive. The proprietor shall cancel the stamps by indelibly writing or stamping thereon or perforating his name or initials and the date of cancellation. Upon being affixed and canceled a coating of transparent varnish or shellac, or glue that does not discolor the stamps and that affords protection against moisture, erasure and removal equal to that afforded by varnish or shellac, must be applied over the stamps. The number of bottles and the size of each bottle in a case of champagne, sparkling wine, or artificially carbonated wine, must be stenciled or marked on the case. [Par. 108]

TIMOTHY C. MOONEY,
Acting Commissioner of
Internal Revenue.

Approved: January 24, 1941.

JOHN L. SULLIVAN,
Acting Secretary of the Treasury.

[F. R. Doc. 41-627; Filed, January 28, 1941; 10:18 a. m.]

TITLE 41—PUBLIC CONTRACTS

CHAPTER II—DIVISION OF PUBLIC CONTRACTS

PART 202—MINIMUM WAGE DETERMINATIONS

IN THE MATTER OF THE DETERMINATION OF THE PREVAILING MINIMUM WAGES IN THE UNIFORM AND CLOTHING INDUSTRY

This matter is before me pursuant to section 1 (b) of the Act of June 30, 1936 (49 Stat. 2036; 41 U.S.C. Sup. III 35), entitled "An Act to provide conditions for the purchase of supplies and the making of contracts by the United States, and for other purposes", (hereinafter called the Act).

Notice of the hearing in this matter was published in the FEDERAL REGISTER (5 F.R. 3921) and was sent to all known trade unions, trade publications and trade associations in the field, and publication was sought in the national press.

Hearing was held on October 9, 1940, before the Public Contracts Board, cre-

ated in accordance with Section 4 of the said Act by Administrative Order dated October 6, 1936, after which the Board made its recommendations which were published on December 18, 1940. Thereafter, on the petition of the Amalgamated Clothing Workers of America for an opportunity to show that the recommendations of the Public Contracts Board should be modified, a rehearing was had before the Board on January 6, 1941. Notice of this rehearing was published in the FEDERAL REGISTER (5 F.R. 5272) and otherwise as in the case of the original notice of hearing.

Certain individual members of the industry presented briefs and were represented at the hearing. Industry in general was represented by the International Association of Garment Manufacturers, the National Association of Uniform Manufacturers, the New York Clothing Manufacturers Exchange, the Southern Garment Manufacturing Association, the Clothing Manufacturers Association of U. S. A., the Greater Clothing Contractors Association, and the Associated Pants Manufacturers of America. Labor was represented by the Amalgamated Clothing Workers of America. Appearances were also made for the War Department and the National Defense Commission.

The Board's original recommendation was that a minimum wage of 40 cents an hour be found to be the prevailing minimum wage for the industry, which it defined to be that industry which manufactures tailored or service uniforms, whether purchased as a complete uniform or as separate items thereof, suits, single pants, overcoats and jackets, except those jackets which are subject to the Secretary's determination of the prevailing minimum wages for the Leather and Sheep-Lined Jackets Industry dated April 28, 1938 (3 F.R. 896).

The Board has advised me that after rehearing and reconsideration in the light of the complete record, including briefs filed, it renews its recommendations as made with the modification which it now makes that single cotton pants be not considered a part of the Uniform and Clothing industry but remain subject to the Secretary's determination in the matter of the prevailing minimum wage for the Cotton Garment and Allied Industries dated July 28, 1937 (2 F.R. 1333).

I am satisfied from the facts as revealed of record that the wage structure of firms engaged in the manufacture of suits and overcoats is different from that of firms engaged in the manufacture of outdoor jackets or dress and semi-dress trousers. The evidence indicates that there are substantial differences with respect to the size of community in which manufacturing operations are typically conducted, in processes employed and skills required, in the proportion of male employees, and in the wages paid. It appears that half the workers making dress or semi-dress trousers receive less

than 45 cents, that half the workers making outdoor jackets (excluding leather and sheep-lined jackets) receive less than 50 cents, and that the wages of the lower half of the workers making suits and overcoats reach somewhere between 65 and 70 cents.

I am satisfied from the facts as revealed of record that service pants, regardless of type, with the exception of cotton service pants, are made in factories in which the Fair Labor Standards Act minimum of 40 cents an hour applicable to this type of garment under the Apparel Industry Wage Order effective July 15, 1940, is paid to a substantial number of workers regardless of geographical locality. This much is proved by the exhibit introduced by the Amalgamated Clothing Workers of America at the hearing on October 9, 1940. This exhibit is in the form of a wage survey covering 46,166 workers employed in 336 establishments, in all about 30 percent of the workers in the industry. The survey covers 18 States and omits no State in which as much as 2 percent of the workers are employed. The survey is broken down to show a distribution of wages according to locality and product. This survey shows as to service type pants, exclusive of single cotton pants, that there is a rather uniform distribution of wages throughout the country and indicates that there is a substantial concentration of workers making service pants of this type in the wage bracket between 40 and 45 cents. There was significantly a large concentration of workers in the brackets below 40 cents at the time the survey was made. It is to be noted that the survey was made before the Wage and Hour Division issued its interpretative bulletin on the Apparel Industry making it amply clear that uniforms were subject to a 40-cent minimum even though the component parts thereof were manufactured in separate factories.

The union contends that in order to protect the wage scale above the minimum of the industry as it was originally defined, a simple occupational differential should be recognized with a wage of 60 cents as a minimum for the higher paid or skilled class of workers and 40 cents for the less skilled or auxiliary classes, or in lieu of that, that the auxiliary workers be considered the low wage occupational class in the industry and the wage paid to the average or very substantial number of that class be considered the prevailing minimum wage.

I cannot agree with this contention of the union as to single pants. It is obvious that the so-called auxiliary workers do not form the occupational low wage group so far as pants are concerned. There is a strong concentration everywhere in the manufacture of pants, as the union exhibit shows, of non-auxiliary workers below 60 cents and at 40 cents. To quote figures from the union exhibit, 54.6 percent of non-auxiliary workers engaged in the manufacture of pants receive less than 45 cents an hour, and 81.6

percent of non-auxiliary workers receive less than the proposed 60-cent wage.

While these figures summarize the situation existing in the industry at large, resort to the union figures for particular sections of the country does not show any significant departure from the average. I am satisfied that the Board's recommendations insofar as they apply to woolen service trousers should be adopted.

I am advised that cotton service pants are not worn with a coat and therefore are not subject to a 40-cent minimum under the Apparel Wage Order. There is nothing in the record to show that the prevailing minimum wage is 40 cents; rather, the testimony indicates that it is lower. No reason appears of record to disturb my decision in the matter of the determination of the prevailing minimum wage for the Cotton Garment and Allied Industries dated July 28, 1937, as to cotton trousers. The Board's recommendation is adopted as to them. Likewise, for the reason that the record in no wise shows the impropriety thereof, leather and sheep-lined jackets will continue to be subject to the minimum wage determination dated April 28, 1938, for the Leather and Sheep-Lined Jackets Industry.

It appears that the prevailing minimum wage in the manufacture of outdoor jackets (exclusive of leather and sheep-lined jackets) occurs in the 40-44 cent interval; 41 percent of the workers included in the survey and 25 percent of the non-auxiliary workers received earnings in this interval, and 3 percent received earnings below 40 cents. Significantly, a wage survey made by the Women's Bureau and the Bureau of Labor Statistics prior to July 15, 1940, the date of the Apparel Industry Wage Order under the Fair Labor Standards Act, showed that 40 percent of the employees covered in the industry received below 40 cents. The conclusion is inescapable that the Fair Labor Standards minimum of 40 cents is the prevailing minimum in the manufacture of these garments. The Board's recommendation is approved as to them.

I am of the opinion that the union's request for the establishment of a 60-cent minimum for suits, tailored-to-measure uniforms, coats and overcoats, with a tolerance of 20 percent for auxiliary workers, is justified. In the manufacture of these garments the industry has long recognized the existence of an auxiliary or helper class. To some extent but not entirely, it is made up of beginners, who, when the opportunity is afforded, will become non-auxiliary workers. The concept is so real that in effect it has resulted in a double wage structure within a single industry. Traditionally bundle boys and floor boys (or girls), pairers and matchers, fitters' helpers and thread markers, examiners' helpers and brushers, finishers, bushelwomen, cleaners and basting pullers, and boxers, stampers and labelers are considered as auxiliary workers and they constitute a

separate and substantial class of employees whose wages do not form a wage bases for the wages paid to non-auxiliary workers but to some degree are independent of the wages paid to the non-auxiliary workers. While there is, of course, some overlapping between non-auxiliary and the auxiliary worker classes, the evidence shows that it is of an incidental nature.

The survey tends to substantiate these facts. Whereas in the manufacture of pants and outdoor jackets there was a strong concentration of over one-fourth of the non-auxiliary workers in the 40-44 cent interval, only 5.1 percent of the non-auxiliary workers in the manufacture of suits, tailored-to-measure uniforms, coats and overcoats received earnings in this interval and only 5.9 percent in the 45-49 cent interval. It appears the auxiliary workers manufacturing suits, tailored-to-measure uniforms, coats and overcoats received earnings markedly lower than non-auxiliary workers making the same garments. Again referring to the wage survey, it appears that the wages of the lower half of the non-auxiliary workers reached somewhere between 70 and 79 cents, whereas the wages of the lower half of the auxiliary workers reached somewhere between 45 and 49 cents. In view of the fact that the industry recognizes two separate and distinct wage classifications and of the further fact that there is necessity for the establishment of a double wage standard in order to protect the prevailing wage structure of the industry, the union's request will be granted as to suits, tailored-to-measure uniforms, coats and overcoats.

The evidence shows that the tailored uniforms of the type worn by Army Officers, police officers, guards, and elevator operators are made in factories making both the coats and the pants. For this reason such uniforms will be considered as the product of the industry manufacturing suits, coats and overcoats.

It is appropriate here to make it clear, as requested by the National Defense Commission, that shirts, regardless of the material out of which they are made, are not to be considered as a product of the Uniform and Clothing Industry as herein defined; consequently, their manufacture is not covered by this determination.

I have before me the petition of the Amalgamated Clothing Workers of America to argue orally the propriety of the Board's recommendation before I make my determination. I am satisfied that the union and the other parties who have shown an interest in this matter have had a full opportunity to and have presented their positions to me either in the two hearings that have been held or by way of brief. I am satisfied that the granting of the petition would serve no good purpose because of the fact that the issues are clearly defined of record. I feel further justified in denying the petition because of the fact that the Army has advised me that very shortly it will issue invitations to bid for large quantities of Army clothing, and if this determination is not made effective within a very short period, there will be no minimum wage under the Act applicable to many of the contracts. Many of the articles of clothing which the Army will contract for shortly are not covered by any existing minimum wage determination under section 1 (b) of the Act.

I hereby define: The suit and coat branch of the Uniform and Clothing Industry to be that branch which manufactures men's civilian suits and overcoats, tailored-to-measure uniforms including the pants, uniform overcoats, and uniform coats. Expressly excluded from this definition are shirts, single pants regardless of material, outdoor jackets, leather and sheep-lined jackets, work clothing, and washable service apparel.

The outdoor jackets branch of the Uniform and Clothing Industry to be that branch which manufactures wool and wool-lined jackets, whether or not such jackets are properly described as mackinaws, field jackets, windbreakers, lumberjackets, peajackets, wool jumpers or middies, blanket-lined or similar coats, or by any other similar designation. Expressly excluded from this definition are leather and sheep-lined jackets which are subject to my determination of the prevailing minimum wage for the Leather and Sheep-Lined Jackets Industry dated April 28, 1938 (3 F.R. 896).

The wool trousers branch of the Uniform and Clothing Industry to be that branch which manufactures wool or part wool uniform trousers or breeches, except tailored-to-measure trousers.

Except as otherwise provided for above specific products included under my determination for the Cotton Garment and Allied Industries of July 28, 1937, remain subject to that determination.

I hereby determine:

§ 202.37 *Uniform and clothing industry.* (a) The prevailing minimum wage for persons employed in the manufacture and supply of products of the suit and coat branch of the Uniform and Clothing Industry shall be 60 cents an hour or \$24.00 per week of forty hours, arrived at either upon a time or piece work basis; with a 20 percent tolerance for auxiliary workers, provided they be paid not less than 40 cents an hour or \$16.00 per week of 40 hours;

(b) The prevailing minimum wage for persons employed in the manufacture and supply of the products of the outdoor jackets branch of the Uniform and Clothing Industry shall be 40 cents an hour or \$16.00 per week of forty hours, arrived at either upon a time or piece work basis;

(c) The prevailing minimum wage for persons employed in the manufacture and supply of the products of the wool uniform trousers branch of the Uniform and Clothing Industry shall be 40 cents an hour or \$16.00 per week of forty hours, arrived at either upon a time or piece work basis. (Sec. 1 (b), 49 Stat. 2036; 41 U.S.C., Sup. III, 35)

This determination shall be effective and the minimum wages hereby established shall apply to all such contracts, bids for which are solicited on or after February 25, 1941.

January 25, 1941.

FRANCES PERKINS,
The Secretary.

[F. R. Doc. 41-619; Filed, January 27, 1941; 3:41 p. m.]

TITLE 46—SHIPPING

CHAPTER I—BUREAU OF MARINE INSPECTION AND NAVIGATION

[Order No. 78]

PART 46—SUBDIVISION LOAD LINES FOR PASSENGER VESSELS

JANUARY 27, 1941.

Section 46.23 (f) is amended to read as follows:

§ 46.23 *Watertight doors, operation and fittings.*

(f) *Power door warning signals.* Where power doors or doors which close by dropping or by the action of a dropping weight in passenger, crew, or working spaces are capable of being closed from a position from which the doors are not visible, sound signals for giving warning when they are about to be closed are to be provided. These signals are to be arranged to be sounded simultaneously with the action of the closing gear, and shall be of the electric horn or howler type. (Sec. 2, 49 Stat. 888, 1543; 46 U.S.C., Sup. 88 (a); Executive Order 7548, Feb. 5, 1937, 50 Stat. 1121)

[SEAL] WAYNE C. TAYLOR,
Acting Secretary of Commerce.

[F. R. Doc. 41-633; Filed, January 28, 1941; 10:53 a. m.]

TITLE 49—TRANSPORTATION AND RAILROADS

CHAPTER I—INTERSTATE COMMERCE COMMISSION

NOTICE TO ALL WATER CARRIERS (BOTH COMMON AND CONTRACT CARRIERS OF PROPERTY AND PASSENGERS) WHO ARE OR MAY BE SUBJECT TO PART III OF THE INTERSTATE COMMERCE ACT

JANUARY 27, 1941.

Attached hereto are the following:

(1) An order of the Commission adopted by Division 4 on January 23, 1941, prescribing the use of Form B.W.C. 2, an application form with accompanying exhibits for alternative use of those claiming status under the provisos of section 309 (a) or 309 (f) of the Interstate Commerce Act and those not claiming such status but in operation on February 1, 1941.

(2) An order of the Commission adopted by Division 4 on January 23,

1941, prescribing the use of Form B.W.C. 3, an application form with accompanying exhibits for alternative use to be filed by all carriers for certificate as a common carrier by water or for permit as a contract carrier by water covering a new operation not in effect February 1, 1941, or for a revised certificate to cover a change in operation as common carrier by water or revised permit to cover a change in operation as a contract carrier by water.

(3) An order of the Commission adopted by Division 4 on January 23, 1941, prescribing the use of Form B.W.C. 4, an application form with accompanying exhibits for alternative use to be filed by all applicants seeking exemption from Part III of the Interstate Commerce Act under sections 302 (e) or 303 (h).

(4) An order of the Commission adopted by Division 4 on January 23, 1941, prescribing the use of Form B.W.C. 5, a form for use by all applicants using either Form B.W.C. 2 or B.W.C. 3 for service of notice on known water-line competitors in the same trade route or routes.

Forms B.W.C. 2 and B.W.C. 3 both contain an alternative prayer that in the event the facts contained in the application and accompanying exhibits show that the applicant, although applying for a _____, is entitled to a (Certificate) (Permit)

_____, the application is (Permit) (Certificate) to be considered one for the appropriate form of authority.

If there is any doubt as to the status of any carrier, appropriate application should be filed as a protective measure even though exemption from the Act is claimed. The filing of the application and accompanying exhibits will not be deemed a waiver of any rights of applicant to such exemption.

Additional copies of all forms as needed by applicants can be secured upon request to the Commission.

Section 315 (a) of the Interstate Commerce Act, as amended, reads as follows:

SEC. 315. (a) It shall be the duty of every water carrier to file with the Commission a designation in writing of the name and post-office address of an agent upon whom or which service of notices or orders may be made under this part. Such designation may from time to time be changed by like writing similarly filed. Service of notices or orders in proceedings under this part may be made upon such carrier by personal service upon it or upon an agent so designated by it, or by registered mail addressed to it or to such agent at the address filed. In default of such designation, service of any notice or order may be made by posting in the office of the secretary of the Commission. Whenever notice or order is served by mail, as provided herein, the date of mailing shall be considered as the time of service. In proceedings before the Commission involving the lawfulness of rates, fares, charges, classifications, or practices, service of notice upon an attorney in fact of a carrier who has filed a tariff or schedule in behalf of such carrier shall be deemed

to be due and sufficient service upon the carrier.

A standard form for designation of such agents is in preparation and can be secured upon application to the Interstate Commerce Commission.

[SEAL]

W. P. BARTEL,
Secretary.

[F. R. Doc. 41-632; Filed, January 28, 1941;
10:21 a. m.]

[Form B.W.C. 2]

ORDER IN THE MATTER OF APPLICATIONS FOR CERTIFICATES BY COMMON CARRIERS BY WATER AND PERMITS BY CONTRACT CARRIERS BY WATER UNDER PART III OF THE INTERSTATE COMMERCE ACT, INCLUDING CARRIERS CLAIMING STATUS UNDER THE PROVISIONS OF SECTION 309 (a) OR 309 (f) OF THE INTERSTATE COMMERCE ACT AND CARRIERS NOT CLAIMING SUCH STATUS BUT IN OPERATION FEBRUARY 1, 1941

At a session of the Interstate Commerce Commission, Division 4, held at its office in Washington, D. C., on the 23d day of January, A. D. 1941.

The matter of applications under the above title being under consideration:

It is ordered, That applications for certificates by common carriers by water and applications for permits by contract carriers by water subject to the provisions of Part III of the Interstate Commerce Act, insofar as such applications cover operations in effect February 1, 1941, or where seasonal only which were in effect during the seasonal period, prior to or including January 1, 1940, shall be in the form and contain the information called for in the form of application attached hereto and made a part hereof.¹

It is further ordered, That service on interested parties shall be in the form provided for in the attached application.

By the Commission, division 4.

[SEAL]

W. P. BARTEL,
Secretary.

[F. R. Doc. 41-628; Filed, January 28, 1941;
10:20 a. m.]

[Form B.W.C. 3]

ORDER IN THE MATTER OF APPLICATIONS FOR CERTIFICATES COVERING PROPOSED NEW OPERATIONS OF COMMON CARRIERS BY WATER AND FOR PERMITS COVERING PROPOSED NEW OPERATIONS OF CONTRACT CARRIERS BY WATER AND APPLICATIONS FOR REVISED CERTIFICATES AND PERMITS SUBJECT TO PART III OF THE INTERSTATE COMMERCE ACT

At a session of the Interstate Commerce Commission, Division 4, held at its office in Washington, D. C., on the 23d day of January, A. D. 1941.

The matter of applications under the above title being under consideration:

¹ Filed as part of the original document.

It is ordered, That applications for certificates as common carriers by water and for permits as contract carriers by water covering proposed new operations, and applications for revised certificates and permits subject to Part III of the Interstate Commerce Act, shall be in the form and contain the information called for in the form of application attached hereto and made a part hereof.¹

It is further ordered, That service of notice on interested parties shall be in the form provided for in the attached application.

By the Commission, division 4.

[SEAL]

W. P. BARTEL,
Secretary.

[F. R. Doc. 41-629; Filed, January 28, 1941;
10:20 a. m.]

[Form B.W.C. 4]

ORDER IN THE MATTER OF APPLICATIONS FOR EXEMPTION OF PERSONS OR CLASSES OF PERSONS FROM THE PROVISIONS OF PART III OF THE INTERSTATE COMMERCE ACT UNDER SECTION 302 (e) AND APPLICATIONS FOR CERTIFICATES OF EXEMPTION OF WATER CARRIERS FROM THE PROVISIONS OF PART III OF THE INTERSTATE COMMERCE ACT UNDER SECTION 303 (h)

At a session of the Interstate Commerce Commission, Division 4, held at its office in Washington, D. C., on the 23d day of January, A. D. 1941.

The matter of applications under the above title being under consideration:

It is ordered, That applications for exemption of persons or classes of persons from the provisions of Part III of the Interstate Commerce Act, under section 302 (e) thereof, and applications for certificates of exemption of water carriers from the provisions of Part III of the Interstate Commerce Act under section 303 (h) thereof, shall be in the form and contain the information called for in the form of application attached hereto and made a part hereof.

By the Commission, division 4.

[SEAL]

W. P. BARTEL,
Secretary.

[F. R. Doc. 41-630; Filed, January 28, 1941;
10:20 a. m.]

[Form B.W.C. 5]

ORDER IN THE MATTER OF FORM OF NOTICE THAT AN APPLICATION FOR A CERTIFICATE AS A COMMON CARRIER BY WATER OR FOR A PERMIT AS A CONTRACT CARRIER BY WATER, OR FOR A REVISED CERTIFICATE OR REVISED PERMIT UNDER SECTION 309 OF THE INTERSTATE COMMERCE ACT HAS BEEN FILED WITH THE INTERSTATE COMMERCE COMMISSION

At a session of the Interstate Commerce Commission, Division 4, held at its office in Washington, D. C., on the 23d day of January, A. D. 1941.

The matter of form of notice under the above title being under consideration:

It is ordered, That the notice to the effect that application has been filed with the Interstate Commerce Commission by applicants for certificates as common carriers by water and for permits as contract carriers by water subject to the provisions of Part III of the Interstate Commerce Act, under section 309 thereof, shall be in the form and contain the information called for in the form of notice attached hereto and made a part hereof.²

It is further ordered, That the service of such notice by applicants shall be as prescribed by the Commission.

By the Commission, division 4.

[SEAL] W. P. BARTEL,
Secretary.

[F. R. Doc. 41-631: Filed, January 28, 1941;
10:20 a. m.]

Notices

WAR DEPARTMENT.

INDUCTION OF CERTAIN NATIONAL GUARD UNITS, EFFECTIVE FEBRUARY 3, 1941

JANUARY 15, 1941.

To: Commanding Generals, First, Second and Fourth Armies; and First, Second, Third, Sixth and Ninth Corps Areas.

1. Pursuant to and in compliance with the provisions of Executive Order Number 8633,¹ January 14, 1941, ordering certain units and members of the National Guard of the United States into the active military service of the United States, effective on dates to be announced in War Department orders, announcement is hereby made of effective dates of induction for the following units as indicated below:

Unit	State	Effective date of induction
144th Field Artillery	Calif.	Feb. 3, 1941
205th Coast Artillery (A.A.)	Wash.	Feb. 3, 1941
29th Division	Md., Va., Pa., and D. C.	Feb. 3, 1941
105th Antitank Battalion	Pa.	Feb. 3, 1941
Company A, 191st Tank Battalion	N. Y.	Feb. 3, 1941
Company B, 191st Tank Battalion	Mass.	Feb. 3, 1941
Company C, 191st Tank Battalion	Va.	Feb. 3, 1941
Company D, 191st Tank Battalion	Conn.	Feb. 3, 1941
Headquarters and headquarters Battery 71st Field Artillery Brigade	N. Y.	Feb. 3, 1941
187th Field Artillery	N. Y.	Feb. 3, 1941
288th Field Artillery	N. Y.	Feb. 3, 1941
104th Observation Squadron	Md.	Feb. 3, 1941
108th Observation Squadron	Ill.	Feb. 3, 1941

2. Separate instructions are being transmitted for the troop movements to be made following induction.

¹ 6 F.R. 415.

² Filed as part of original document.

3. Governors and Adjutants General of states concerned are being furnished copies of this letter.

By order of the Secretary of War.

WM. W. DICK,
Adjutant General.

[F. R. Doc. 41-616: Filed, January 27, 1941;
2:25 p. m.]

INDUCTION OF CERTAIN NATIONAL GUARD UNITS, EFFECTIVE FEBRUARY 10, 1941

JANUARY 16, 1941.

To: Commanding Generals, First, Third and Fourth Armies; Commanding Generals, Second, Fourth, Seventh and Ninth Corps Areas.

1. Pursuant to and in compliance with the provisions of Executive Order Number 8633,¹ January 14, 1941, ordering certain units and members of the National Guard of the United States into the active military service of the United States, effective on dates to be announced in War Department orders, February 10, 1941, is hereby announced as the effective date of induction for the following organizations:

Unit	State
34th Division	Minn., Iowa, N. Dak., S. Dak.
103d Antitank Battalion	Wash.
Co. A, 194th Tank Battalion	Minn.
Co. B, 194th Tank Battalion	Mo.
Co. C, 194th Tank Battalion	Calif.
Headquarters and headquarters Battery, 102d Coast Artillery Brigade (Antiaircraft)	N. Y.
207th Coast Artillery (Antiaircraft)	N. Y.
209th Coast Artillery (Antiaircraft)	N. Y.
212th Coast Artillery (Antiaircraft)	N. Y.
217th Coast Artillery (Antiaircraft)	Minn.
101st Coast Artillery Battalion (Antiaircraft) (37-mm. gun)	Ga.
104th Coast Artillery Battalion (Antiaircraft) (37-mm. gun)	Ala.
107th Coast Artillery Battalion (Antiaircraft) (37-mm. gun)	S. C.
109th Observation Squadron	Minn.

2. Separate instructions are being transmitted for the troop movements to be made following induction.

3. Governors and State Adjutants General of States concerned are being furnished copies of this letter.

By order of the Secretary of War.

WM. W. DICK,
Adjutant General.

[F. R. Doc. 41-617: Filed, January 27, 1941;
2:25 p. m.]

INDUCTION OF CERTAIN NATIONAL GUARD UNITS, EFFECTIVE FEBRUARY 17, 1941

JANUARY 24, 1941.

To: Commanding Generals, First Army and Third Corps Area.

1. Pursuant to and in compliance with the provisions of Executive Order Num-

ber 8633,¹ January 14, 1941, ordering certain units and members of the National Guard of the United States into the active military service of the United States, effective on dates to be announced in War Department orders, February 17, 1941, is hereby announced as the effective date of induction for the following organizations:

28th Division (less 2d Battalion, Service Co. and Co. F, 103d Quartermaster Regiment).
104th Cavalry.
103d Observation Squadron.

2. Separate instructions are being transmitted for the troop movements to be made following induction.

3. The Governor and Adjutant General of Pennsylvania are being furnished copies of this letter.

By order of the Secretary of War.

WM. W. DICK,
Adjutant General.

[F. R. Doc. 41-618: Filed, January 27, 1941;
2:25 p. m.]

[Contract No. W 953 ORD 1100]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: YORK SAFE AND LOCK COMPANY

Contract for: * * * Guns, * * * & Extra Parts therefor.

Amount: \$2,914,724.00.

Place: Watervliet Arsenal, Watervliet, New York.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to procurement authorities shown below, the available balances of which are sufficient to cover the cost thereof.

O. S. & S. A. 1940-41 (Contract Authorization).

(953) ORD 7155 P11-3030 A (1105.105-01).

This Contract, entered into this 14th day of September 1940.

Scope of this contract. The contractor shall furnish and deliver * * * Guns, * * * including extra parts, \$2,914,724.00 for the consideration stated and in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered less

deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

Delays—Liquidated damages. If the contractor refuses or fails to make delivery of the materials or supplies within the time specified in Article 1, or any extension thereof, the actual damage to the Government for the delay will be impossible to determine, and in lieu thereof the contractor shall pay to the Government, as fixed, agreed, and liquidated damages for each calendar day of delay in making delivery, the amount as set forth in the specifications or accompanying papers, and the contractor and his sureties shall be liable for the amount thereof.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-615; Filed, January 27, 1941;
2:06 p. m.]

[Contract No. W 669 qm-9489; O. I. No. 2602]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: WILLIAM WHITMAN COMPANY,
INC.

Contract for: Flannel, Shirting, and Cloth, Serge.

Amount: \$2,457,720.00.

Place: Philadelphia Quartermaster Depot, Philadelphia, Pa.

This Contract, entered into this 29th day of October 1940.

Scope of this contract. The contractor shall furnish and deliver at the Philadelphia Quartermaster Depot, 21st and Johnson Streets, Philadelphia, Pa.

* * * yards Flannel, Shirting, Olive Drab, * * * ounce.

* * * yards Cloth, Serge, Olive Drab, * * * ounce, (Dark Shade)

for the consideration stated totaling two million, four hundred fifty-seven thousand, seven hundred twenty dollars (\$2,457,720.00) in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

Delays—Liquidated damages. If the contractor refuses or fails to make delivery of the materials or supplies within the time specified in Article 1, or any extension thereof, the actual damage to the Government for the delay will be impossible to determine, and in lieu thereof the contractor shall pay to the Government, as fixed, agreed, and liquidated damages for each calendar day of delay in making delivery, the amount as set forth in the specifications or accompanying papers, and the contractor and his sureties shall be liable for the amount thereof.

Bond: Furnished. Amount: \$491,544.00.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to procurement authority QM 350 P2-0240 A 0515-01 the available balance of which is sufficient to cover cost of same.

This contract authorized under Procurement Directive(s) No. P-C-79 and P-C-98.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-614; Filed, January 27, 1941;
2:06 p. m.]

[Contract No. W-ORD-487]

SUMMARY OF COST-PLUS-A-FIXED-FEE ARCHITECTURAL AND ENGINEERING SERVICES, EQUIPMENT AND OPERATION CONTRACT

CONTRACTOR: DAY AND ZIMMERMANN, INC.,
PHILADELPHIA, PENNSYLVANIA

Fixed-fee: \$58,932.00 for architectural and engineering services, including supervision of plant construction, under Title I.

Fixed-fee: \$51,488.00 for designing, procuring and supervising installation of Equipment under Title II.

Fixed-fee: \$720,000.00 for preparation for operation and operation of the Plant under Title IV.

Contract for: Architectural and engineering services, covering supervision of construction; designing, procuring and supervising installation of equipment for; and operating a plant for the loading of fixed rounds, shells, bombs, fuzes, and boosters, etc.

Place: Near Burlington, Iowa.

Estimated total cost of the Plant described in Title I exclusive of cost of equipment to be procured under Title II: \$9,822,000.00.

Estimated cost of designing, procuring and supervising installation of equipment, under Title II: \$3,893,000.00.

Estimated cost of preparation for operation and operation under Title IV: \$29,697,964.00.

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the following Procurement Authorities, the available

balances of which are sufficient to cover the cost of same.

ORD 7659—P99 A 0141-01
ORD 7660—P99 A 0141-01
ORD 6966—P11 0270 A 1005-01

This contract, entered into this 4th day of November 1940.

Title I—Architectural and Engineering Services

ART. I-A. Description of plant. The construction project (hereinafter referred to in this Title I as "The Plant") shall comprise a plant near Burlington, Iowa, for the loading of Fixed Rounds, Shells, Bombs, Boosters and Fuzes (hereinafter sometimes referred to as the "Ammunition").

ART. I-B. Character and extent of services. The work under this Title I shall not include the architectural and engineering services of procuring or of supervising the installation of the manufacturing and service equipment, which are provided for in Title II hereof.

ART. I-D. Estimates. The estimated total cost of the Plant, as described in Article I A hereof, except the cost of procuring manufacturing and service equipment provided for in Title II hereof, is nine million eight hundred twenty-two thousand dollars (\$9,822,000.00).

ART. I-E. Fixed fee and reimbursement of expenditures. In consideration for its undertakings under this Title I, the Contractor shall be paid the following: A fixed-fee in the amount of fifty-eight thousand nine hundred thirty-two dollars (\$58,932.00) which shall constitute complete compensation for the Contractor's services.

Reimbursement for the following expenditures:

The actual cost of expenditures made by the Contractor under the provisions of Article I-C and Article I-F of this contract, subject to the provisions of paragraphs 1b (2) above.

ART. I-G. Method of payment. Payments shall be made on vouchers approved by the Contracting Officer on standard forms, as soon as practicable after the submission of statements, with original certified payrolls, receipted bills for all expenses including materials, supplies and equipment, and all other supporting data and the amount of the Contractor's fixed fee earned under this Title I.

Title II—Engineering, Design and Procurement of Manufacturing and Service Equipment, Supervision of Installation

ART. II-A. Statement of work. The Contractor shall, as an independent Contractor and not as an agent of the Government, purchase or produce, including necessary engineering and designing, all machinery and the equipment therefor, jigs, fixtures, tools, gages (both working and inspection), and miscellaneous factory equipment necessary for a Plant of the type and capacity described in Article I-A of Title I hereof (all of the above

being sometimes hereinafter referred to as "Equipment"); shall supervise its installation; and shall do all other things necessary and incident to the engineering, designing, purchase or production and supervision of the installation of the Equipment of the Plant.

ART. II-B. *Estimates.* It is estimated that the total cost of the Contractor's performance under Title II of this contract will be approximately three million eight hundred ninety three thousand dollars (\$3,893,000.00) exclusive of the Contractor's fee.

ART. II-C. *Consideration.* In consideration for its undertaking under this Title II the Contractor shall receive the following:

1. Reimbursement for expenditures as provided in Title V.

2. A fixed-fee of fifty one thousand four hundred eighty-eight dollars (\$51,488.00) for performance of the work under this Title II, which fee shall constitute complete compensation for the Contractor's services under this Title II, including profit.

Title III—Provisions Applicable to Titles I and II

ART. III-A. *Special provisions applicable to Titles I and II.* The Government shall furnish the Contractor such available schedules of preliminary data, layout sketches, and other available information respecting sites, topography, soil conditions, outside utilities and equipment, and shall make available to the Contractor such Government designs, drawings, specifications, details and standards as are on hand in the offices of the Quartermaster General or the Chief of Ordnance and are applicable to the design, construction, and equipping of the said Plant.

Title IV—Preparation for Operation and Operation of Plant

ART. IV-A. *Statement of work.* 1. Concurrently with the performance of the work required of it under Titles I and II hereof, the Contractor shall perform all organization services in connection with the planning of and the making of all necessary preparations for the operation of the Plant, and all other services incident to setting up an efficient and going operating force.

2. As each operating line of the Plant is completed and ready for operation, the Contractor shall proceed to operate it for the loading of Ammunition and the manufacture of detonators as directed from time to time by the Contracting Officer, irrespective of whether or not the construction and equipping of the Plant as a whole shall have been completed.

ART. IV-B. *Estimates.* It is estimated that the total cost of the Contractor's performance under this Title IV of this contract (exclusive of operation during the additional * * *

months' period covered by the option for such additional period) will be approximately twenty-nine million, six hundred ninety-seven thousand, nine hundred sixty-four dollars (\$29,697,964.00) exclusive of the Contractor's fee.

ART. IV-C. *Consideration.* In consideration for its undertaking under this Title IV the Contractor shall receive the following:

1. Reimbursement for expenditures as provided in Title V.

2. A fixed-fee of seven hundred twenty thousand dollars (\$720,000.00) for performance of the work under Title IV (exclusive of the fee for operation during the additional period of * * * months covered by the option for such additional period,) which fee shall constitute complete compensation for the Contractor's services (except services for the additional period covered by the option) under this Title IV, including profit.

Title V—Provisions Applicable to Titles II and IV

ART. V-A. *Reimbursement for contractor's expenditure.* 1. The Contractor shall be reimbursed in the manner hereinafter described for such of its actual expenditures in the performance of the work under Titles II and IV as may be approved or ratified by the Contracting Officer.

General. The Government reserves the right to furnish any materials, supplies, equipment, machinery, or tools necessary for the work under Titles II and IV hereof.

ART. V-B. *Payments—Reimbursement for cost.* 1. a. The Government will currently reimburse the Contractor for expenditures made in accordance with this Title V, upon certification to and verification by the Contracting Officer of the original signed pay rolls for labor, the original paid invoices for materials, or other original papers. Generally, reimbursement will be made weekly but may be made at more frequent intervals if the conditions so warrant.

Payment of the fixed-fee. The fixed-fee of fifty-one thousand four hundred eighty-eight dollars (\$51,488.00) provided in Title II shall be paid in eight monthly installments of six thousand four hundred thirty-six dollars (\$6,436.00) each.

The fixed-fee provided for in Title IV shall be paid as follows:

(a) One hundred sixty thousand dollars (\$160,000.00) payable in six installments of twenty-six thousand six hundred sixty-six dollars and sixty-six cents (\$26,666.66) each.

(b) Eighty thousand dollars (\$80,000.00) payable in three monthly installments of twenty-six thousand six hundred sixty-six dollars and sixty-six cents (\$26,666.66) each.

(c) The fixed-fee of four hundred eighty thousand dollars (\$480,000.00) provided for in Title IV, shall be paid in twelve monthly installments of forty thousand dollars (\$40,000.00) each.

ART. V-D. *Advances.* 1. At any time, and from time to time, after the execution of this contract, the Government, at the request of the Contractor and subject to a showing of the necessity therefor and the approval thereof by the Chief of Ordnance, shall advance to the Contractor, without payment of interest thereon by the Contractor, not to exceed a total aggregate sum representing thirty per cent of the estimated total cost under Titles II and IV hereof: *Provided,* That if at any time the Secretary of War deems the security inadequate, the Contractor will furnish such other security as will be satisfactory to the Secretary of War.

ART. VI-B. *Termination of contract by Government.* Should the Contractor at any time refuse, neglect, or fail to prosecute the work with promptness and diligence, or default in the performance of any of the agreements herein contained, or should conditions arise which make it advisable or necessary in the interest of the Government to cease work under this contract, the Government may terminate this contract by reasonable notice in writing from the Contracting Officer to the Contractor.

ART. VI-C. *Special requirements.* The Contractor hereby agrees that it will:

(a) Procure at the cost of the Government and thereafter maintain such bonds and insurance in such forms and in such amounts and for such periods of time as the Contracting Officer may approve or require.

ART. VI-P. *Changes.* The Contracting Officer may, at any time, by a written order and without notice to the sureties, make changes in or additions to the drawings and specifications, issue additional instructions, require additional work, or direct the omission of work covered by the contract.

ART. VI-Q. *Title.* The title to all work, completed or in the course of construction, or manufacture shall be in the Government. Likewise, upon delivery at the site of the work or at an approved storage site and upon inspection and acceptance in writing by the Contracting Officer, title to all materials, tools, machinery, equipment and supplies, for which the Contractor shall be entitled to be reimbursed, shall vest in the Government.

This contract is authorized by the Act of July 2, 1940 (Public No. 703, 76th Congress).

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-612; Filed, January 27, 1941;
2:05 p. m.]

[Contract No. W 6978 qm-1; O. I. No. 1-41]
SUMMARY OF COST - PLUS - A - FIXED - FEE
CONSTRUCTION CONTRACT¹

CONTRACTOR: A. GUTHRIE & CO., INC., 141
EAST 4TH STREET, ST. PAUL, MINN., & AL
JOHNSON CONSTRUCTION CO., FOSHAY
TOWER, MINNEAPOLIS, MINN.

Fixed-fee: \$322,968.00.

Contract for: Construction of a plant
for the loading of fixed rounds, shells,
bombs, boosters and fuses.

Place: Near Burlington, Iowa.

Estimated cost of project: \$9,499,032.

The supplies and services to be obtained
by this instrument are authorized by, are
for the purpose set forth in, and are
chargeable to the following procurement
authorities, the available balances of
which are sufficient to cover the cost of
the same:

ORD 7660—P2-3211 A 0141-01.

ORD 7660—P2-3211 A (0141).116-01
Contract Authorization.

This Contract, entered into this 14th
day of November, 1940.

Statement of work. The Contractor
shall, in the shortest possible time, fur-
nish the labor, materials, tools, machin-
ery, equipment, facilities, supplies not
furnished by the Government, and serv-
ices, and do all things necessary for the
completion of the following work: The
construction of a plant near Burlington,
Iowa, for the loading of fixed rounds,
shells, bombs, boosters and fuses.

It is estimated that the total cost of
the construction work covered by this
contract will be approximately nine mil-
lion, four hundred ninety nine thousand,
thirty two dollars—(\$9,499,032.00), ex-
clusive of the Contractor's fee.

In consideration for his undertaking
under this contract the Contractor shall
receive the following:

(a) Reimbursement for expenditures
as provided in article II.

(b) Rental for Contractor's equipment
as provided in article II.

(c) A fixed fee in the amount of three
hundred twenty two thousand, nine hun-
dred sixty-eight dollars (\$322,968.00)
which shall constitute complete compen-
sation for the Contractor's services, in-
cluding profit and all general overhead
expenses.

The Contracting Officer may, at any
time, by a written order and without
notice to the sureties, make changes in
or additions to the drawings and speci-
fications, issue additional instructions, re-
quire additional work, or direct the omis-
sion of work covered by the contract.

The title to all work, completed or in
the course of construction, shall be in the
Government. Likewise, upon delivery at
the site of the work or at an approved
storage site and upon inspection and ac-
ceptance in writing by the Contracting
Officer, title to all materials, tools, ma-

chinery, equipment and supplies, for
which the Contractor shall be entitled to
be reimbursed under article II, shall vest
in the Government.

Payments—Reimbursement for cost.
The Government will currently reim-
burse the Contractor for expenditures
made in accordance with article II upon
certification to and verification by the
Contracting Officer of the original signed
pay rolls for labor, the original paid in-
voices for materials, or other original
papers. Generally, reimbursement will
be made weekly but may be made at more
frequent intervals if the conditions so
warrant.

Rental for Contractor's equipment.
Rental as provided in article II for such
construction plant or parts thereof as
the Contractor may own and furnish
shall be paid monthly upon presentation
of proper vouchers.

Payment of the fixed-fee. The fixed-
fee prescribed in article I shall be com-
pensation in full for the services of the
Contractor, including profit and all gen-
eral overhead expenses. Ninety percent
(90%) of said fixed-fee shall be paid
as it accrues, in monthly installments
based upon the percentage of the com-
pletion of the work as determined from
estimates made and approved by the
Contracting Officer. Upon completion
of the work and its final acceptance, any
unpaid balance of the fee shall be paid
to the Contractor.

**Termination of contract by Govern-
ment.** Should the Contractor at anytime
refuse, neglect, or fail to prosecute the
work with promptness and diligence, or
default in the performance of any of
the agreements herein contained, or
should conditions arise which make it
advisable or necessary in the interest
of the Government to cease work under
this contract, the Government may ter-
minate this contract by a notice in writ-
ing from the Contracting Officer to the
Contractor.

This contract is authorized by the fol-
lowing law: Public No. 703—76th Con-
gress, approved July 2, 1940.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-613; Filed, January 27, 1941;
2:06 p. m.]

[Contract No. W-ORD-484]

SUMMARY OF FIXED-PRICE (LUMP-SUM)
MANAGEMENT SERVICE AND COST-PLUS-
A-FIXED-FEE PROCUREMENT OF EQUIP-
MENT AND OPERATION CONTRACT

CONTRACTOR: REMINGTON ARMS COMPANY,
INC., BRIDGEPORT, CONNECTICUT

Fixed-price (lump-sum) for manage-
ment service under Title I: \$600,000.00.

Fixed-fee for procurement of equip-
ment under Title II: \$1.00.

Fixed-fee for operation: \$ * * *
per * * * cartridges, * * *;
\$ * * * per * * * cartridges,

* * *; \$ * * * per * * *
cartridges, * * *; \$ * * * per
* * * cartridges, * * *; \$ * * *
per * * * cartridges, * * * all
under Title III.

Contract for: Management service
covering optioning of site, consulting
with and advising the Architect-Engi-
neer with regard to the adequacy of de-
sign, engineering and construction of a
Plant for the manufacture of Caliber
* * * and Caliber * * * Small
Arms Ammunition at the daily rate
herein specified; procuring of all Equip-
ment (including supervision of the de-
sign and of plans for the installation
thereof) except utilities; preparation for
operation of said Plant (including train-
ing of personnel); and operation of said
Plant.

Place: Kansas City, Missouri.

Estimated cost of procurement of
equipment under Title II: \$12,000,000.00.

Estimated cost of operation: \$56,125,-
260.00 under Title III.

The supplies, equipment and services
to be obtained by this instrument are
authorized by, are for the purpose set
forth in, and are chargeable to the fol-
lowing Procurement Authorities, the
available balances of which are sufficient
to cover the cost of the same:

ORD 7661 P99 A0141-01

ORD 7662 P99 A0141-01

ORD 7727 P11-0270 A 1005-01

This contract, entered into this 20th
day of November 1940.

Title I—Management Service

ARTICLE I-A. Description of plant.
The construction project (hereinafter re-
ferred to as "the Plant") shall comprise
a plant near Kansas City, Missouri, for
the manufacture of Caliber * * *
and Caliber * * * Small Arms Am-
munition of certain types as specified in
Title III (hereinafter sometimes referred
to as the "Ammunition").

**ART. I-B. Character and extent of
services.** All notes and other data used
by the Contractor in connection with
the work under this Title I are to become
the property of the Government.

ART. I-D. Consideration. As complete
consideration for its undertaking under
this Title I the Contractor shall receive
the fixed-price (lump-sum) of six hun-
dred thousand dollars (\$600,000.00),
which sum has been determined by ne-
gotiation between the Contractor and the
Chief of Ordnance.

The consideration provided in section 1
of this Article I-D shall be paid to the
Contractor in ten (10) equal monthly in-
stallments of sixty thousand dollars
(\$60,000.00) per month.

Title II—Procurement of Equipment and Supervision of Design and of Plans for Installation Thereof

ART. II-A. Statement of work. The
Contractor shall, as an independent con-
tractor and not as an agent of the Gov-
ernment, purchase or produce, and super-
vise the engineering and designing of all

¹ Collateral Contract to Contract No.
W-ORD-487, dated November 6, 1940, between
The United States of America and Day and
Zimmermann, Inc.

machinery, jigs, fixtures, tools, gages, testing equipment and miscellaneous manufacturing and production equipment (except utilities) necessary for a Plant of the type and capacity described in Article I-A of Title I hereof (all of the above being sometimes hereinafter referred to as "Equipment"); shall supervise the plans to be drawn for the installation of said Equipment by the Architect-Engineer under the Collateral Contracts; and shall do all other things necessary and incident to the purchase or production, supervision of the engineering and designing, and supervision of the plans for the installation of the Equipment of the Plant.

ART. II-C. *Consideration.* In consideration for its undertaking under this Title II the Contractor shall receive the following:

(a) Reimbursement for expenditures as provided in Title V.

(b) A fixed fee in the amount of One Dollar (\$1.00), which shall constitute complete compensation for the contractor's services, including profit.

Title III—Operation of Plant

ART. III-A. *Statement of work.* Concurrently with the performance of the work required of it under Titles I and II hereof, the Contractor shall perform all organization service in connection with the planning of and the making of all necessary preparations for the operation of the Plant, including the training of personnel (at Contractor's own plants, at Ordnance Arsenals, if available, or at a school, to be set up at or near the site of the Plant), and all other services incident to setting up an efficient and going operating force.

As each operating line of the Plant is completed under Title II hereof and ready for operation, the Contractor shall proceed to operate it for the manufacture of Ammunition.

ART. III-B. *Estimates.* It is estimated that the total cost of the Contractor's performance under Title III of this contract will be approximately fifty-six million one hundred, twenty-five thousand, two hundred and sixty dollars (\$56,125,260) exclusive of the Contractor's fee.

ART. III-C. *Consideration.* In consideration for its undertaking under this Title III the Contractor shall receive the following which shall constitute complete compensation for the Contractor's services under this Title III, including profit:

1. Reimbursement for expenditures as provided in Title V.

2. Fixed-fees for operation of the Plant which fees shall constitute complete compensation for the Contractor's services under this Title III, including profit.

Title IV—Provisions Applicable Only to Titles II and III

ART. IV-A. *Special provisions applicable only to Titles II and III.* The extent and character of the work to be done by the Contractor under Titles II and

III shall be subject to the approval of the Contracting Officer.

The Government shall furnish the Contractor such available schedules of preliminary data, layout sketches, and other available information respecting the work to be done under Titles II and III hereof.

The title to all work under Titles II and III, completed or in the course of construction or manufacture, and to all the Ammunition manufactured or in the process of being manufactured, shall be in the Government. Likewise, upon delivery at the site of the work, or at an approved storage site, title to all purchased materials, tools, machinery, equipment and supplies, for which the Contractor shall be entitled to be reimbursed under Title V hereof, shall vest in the Government.

The Contractor hereby agrees that it will:

(a) Procure and thereafter maintain such surety bonds and insurance in such forms and in such amounts and for such periods of time as the Contracting Officer may require in writing, provided same are obtainable.

Title V—Cost of the Work Under Titles II and III

ART. V-B. *Payments—Reimbursement for cost.* The Government shall currently reimburse the Contractor for expenditures made in accordance with Article V-A of this Title V upon certification to and verification by the Contracting Officer of the original certified payrolls for labor, or the original paid invoices for materials, or other original papers, or other evidence satisfactory to the Contracting Officer. Except as otherwise provided in section 1 of Article V-A, reimbursement will be made weekly but may be made at more frequent intervals if the conditions so warrant.

Payment of the fixed fee. The fixed fee of one dollar (\$1.00) provided in Article II-C of Title II hereof shall be paid promptly after the completion and acceptance of the work under Title II.

The fixed fee provided for in Title III shall be paid monthly as it accrues, dependent upon the quantities and types of Ammunition produced and accepted.

ART. V-C. *Advances.* At any time, and from time to time, after the execution of this Contract the Government, at the request of the Contractor, and subject to the approval of Chief of Ordnance as to the necessity therefor, shall advance to the Contractor without payment of interest thereon by the Contractor, a sum not in excess of * * * percent of the estimated cost of the work under Titles II and III hereof (as increased or decreased pursuant to the provisions of Article VI-P of Title VI).

Title VI—Provisions Applicable to Entire Contract

ART. VI-B. *Termination of Contract by Government.* Should the Contractor at any time refuse, neglect, or fail to

prosecute the work with promptness and diligence, or default in the performance of any of the agreements herein contained, or should conditions arise which make it advisable or necessary in the interest of the Government to cease work under this contract, the Government may terminate this contract by reasonable notice in writing from the Contracting Officer to the Contractor.

ART. VI-P. *Changes.* The Contracting Officer may, at any time, by a written order and without notice to the sureties, make changes in or additions to the drawings and specifications, issue additional instructions, require additional work (subject to the provisions of section 5 of Article III-A hereof), or direct the omission of work covered by the contract.

This contract is authorized by the following law: Act of July 2, 1940 (Public No. 703, 76th Cong.).

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-622; Filed, January 28, 1941;
10:02 a. m.]

[Contract No. W-670-ORD-1705]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: THE EASTERN ROLLING MILL
COMPANY

Contract for: * * * Cases, Cartridge Howitzer * * *
Amount: \$1,960,000.00.

Place: Philadelphia Ordnance District,
Philadelphia, Pennsylvania.

The supplies to be obtained under Article 1 of this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority Ord-6873-P11-0270-A1005-01, the available balance of which is sufficient to cover the cost of same.

This contract, entered into this 3d day of December 1940.

Scope of this contract. The contractor shall furnish and deliver * * * Case, Cartridge * * * Howitzer for the consideration stated of one million nine hundred sixty thousand dollars (\$1,960,000.00) in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered less deductions, if any, as herein provided.

Payments will be made on partial deliveries accepted by the Government when requested by the contractor, whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

Liquidated damages. If the contractor refuses or fails to make delivery of the materials, or supplies within the time specified in Article 1, or any extension thereof, the actual damage to the Government for the delay will be impossible to determine, and in lieu thereof, the contractor shall pay to the Government, as fixed, agreed, and liquidated damages * * * % of the contract price of the undelivered portion for each day of delay in making delivery beyond the dates set forth in the contract for deliveries with a maximum liquidated damage charge of * * * % and the contractor and his sureties shall be liable for the amount thereof.

Termination when contractor not in default. This contract is subject to termination by the Government at any time as its interests may require.

Quantities. The Government reserves the right to increase the quantity of this contract by as much as * * * % and at the unit price specified in Article 1, such option to be exercised within * * * days from date of this contract.

Place of manufacture. The contractor will perform the work under this contract in the factory or factories listed below:

The Eastern Rolling Mill Company, Colgate, Baltimore County, Md.

Performance bond. Contractors shall be required to furnish a performance bond in duplicate in the sum of ten per centum of the total amount of this contract with surety or other security acceptable to the Government to cover the successful completion of this contract.

Advance payment. The Government agrees to advance to the contractor the sum of five hundred eighty-eight thousand dollars (\$588,000.00) dollars without interest as soon as practicable after the signing of this contract and approval by The Assistant Secretary of War.

The contractor agrees to liquidate the full amount of the advance payment here authorized, as follows:

Deduction of * * * % from any and all payments made by the Government under the terms of this contract until the advance payment is fully liquidated.

Price adjustments. The contract prices stated in Article 1 are subject to adjustments for changes in labor and materials costs.

This contract is authorized by the following law: The Act of July 2, 1940 (Public No. 703, 76th Congress).

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-624; Filed, January 28, 1941;
10:03 a. m.]

[Contract No. W. 7011 qm-1; O. I. No. 1-41]

SUMMARY OF COST-PLUS-A-FIXED-FEE ARCHITECT-ENGINEER SERVICES¹

ARCHITECT-ENGINEER: THE H. K. FERGUSON COMPANY, HANNA BUILDING, CLEVELAND, OHIO

Amount fixed fee: \$73,170.00.

Estimated cost of construction project: \$11,441,200.00.

Type of construction project: Construction of a plant for the loading of fixed rounds, shells, boosters and fuzes.

Location: Milan, Tennessee.

Type of service: Architectural-Engineering.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to, Procurement Authority No. ORD-8191-P2-3211-A 0141-01 the available balance of which is sufficient to cover the cost of same.

This Contract, entered into this 31st day of December 1940.

Description of the work. The Architect-Engineer shall perform all the necessary services provided under this contract for the following project: The construction of a plant for the loading of fixed rounds, shells, boosters and fuzes at Milan, Tennessee, and estimated to cost \$11,441,200.00.

Data to be furnished by the Government. The Government shall furnish the Architect-Engineer available schedules of preliminary data, layout sketches, and other information respecting sites, topography, soil conditions, outside utilities and equipment as may be essential for the preparation of preliminary sketches and the development of final drawings and specifications.

Fixed-fee and reimbursement of expenditures. In consideration for his undertakings under the contract, the Architect-Engineer shall be paid the following:

A fixed fee in the amount of seventy three thousand one hundred seventy dollars (\$73,170.00) which shall constitute complete compensation for the Architect-Engineer's services.

Reimbursement for the following expenditures:

The actual cost of expenditures made by the Architect-Engineer under the provisions of Article IV and Article VII of this contract, subject to the provisions of paragraph 1 b. (2) above.

Method of payment. Payments shall be made on vouchers approved by the Contracting Officer on standard forms, as soon as practicable after the submission of statements, with original certified payrolls, receipted bills for all expenses including materials, supplies and equipment, and all other supporting data and the amount of the Architect-Engineer's fixed fee earned.

¹ Collateral Contract to Contract No. W-ORD-494, dated December 27, 1940 between the United States of America and The Procter & Gamble Defense Corporation.

All drawings, specifications, and blue prints are to become the property of the Government on completion of payments.

Changes in scope of project. The Contracting Officer may at any time, by a written order, make changes in the scope of the work contemplated by this contract.

Termination for cause or for convenience of the Government. The Government may terminate this contract at any time and for any cause by a notice in writing from the Contracting Officer to the Architect-Engineer.

This contract is authorized by the following laws:

Public No. 703—76th Congress, approved July 2, 1940.

Public No. 309—76th Congress, approved August 7, 1939.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-625; Filed, January 28, 1941;
10:03 a. m.]

[Contract No. W 7011 qm-2; O. I. No. 2-41]

SUMMARY OF COST-PLUS-A-FIXED-FEE CONSTRUCTION CONTRACT¹

CONTRACTOR: THE H. K. FERGUSON COMPANY, HANNA BUILDING, 14TH & EUCLID AVENUE, CLEVELAND, OHIO; AND THE OMAN CONSTRUCTION COMPANY, M'MURRAY & HOLMAN STREETS, NASHVILLE, TENNESSEE

Fixed-fee: \$279,145.00.

Contract for: Construction of a plant for the loading of fixed rounds, shells, boosters and fuzes.

Place: Near Milan, Tennessee.

Estimated cost of project: \$8,162,055.00.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of the same: ORD 8191 P2-3211 A 0141-01.

This Contract, entered into this 31st day of December 1940.

Statement of work. The Contractor shall, in the shortest possible time, furnish the labor, materials, tools, machinery, equipment, facilities, supplies not furnished by the Government, and services, and do all things necessary for the completion of the following work: The construction of a plant for the loading of fixed rounds, shells, boosters and fuzes near Milan, Tennessee.

It is estimated that the total cost of the construction work covered by this contract will be approximately eight million, one hundred sixty two thousand, fifty-five and no/100 dollars (\$8,162,055.00) exclusive of the Contractor's fee.

In consideration for his undertaking under this contract the Contractor shall receive the following:

(a) Reimbursement for expenditures as provided in article II.

(b) Rental for Contractor's equipment as provided in article II.

(c) A fixed fee in the amount of two hundred seventy-nine thousand, one hundred forty-five and no/100 dollars (\$279,145.00) which shall constitute complete compensation for the Contractor's services, including profit and all general overhead expenses.

The Contracting Officer may, at any time, by a written order and without notice to the sureties, make changes in or additions to the drawings and specifications, issue additional instructions, require additional work, or direct the omission of work covered by the contract.

The title to all work, completed or in the course of construction, shall be in the Government. Likewise, upon delivery at the site of the work or at an approved storage site and upon inspection and acceptance in writing by the Contracting Officer, title to all materials, tools, machinery, equipment and supplies for which the Contractor shall be entitled to be reimbursed under article II, shall vest in the Government.

Payments

Reimbursement for cost. The Government will currently reimburse the Contractor for expenditures made in accordance with article II upon certification to and verification by the Contracting Officer of the original signed pay rolls for labor, the original paid invoices for materials, or other original papers. Generally, reimbursement will be made weekly but may be made at more frequent intervals if the conditions so warrant.

Rental for contractor's equipment. Rental as provided in article II for such construction plant or parts thereof as the Contractor may own and furnish shall be paid monthly upon presentation of proper vouchers.

Payment of the fixed-fee. The fixed-fee prescribed in article I shall be compensation in full for the services of the Contractor, including profit and all general overhead expenses. Ninety percent (90%) of said fixed-fee shall be paid as it accrues, in monthly installments based upon the percentage of the completion of the work as determined from estimates made and approved by the Contracting Officer. Upon completion of the work and its final acceptance, any unpaid balance of the fee shall be paid to the contractor.

The Contractor hereby agrees that he will:

Procure and thereafter maintain such bonds and insurance in such forms and in such amounts and for such periods of time as the Contracting Officer may approve or require.

Termination of contract by Government. Should the Contractor at any time refuse, neglect, or fail to prosecute the work with promptness and diligence, or default in the performance of any of the

agreements herein contained, or should conditions arise which make it advisable or necessary in the interest of the Government to cease work under this contract, the Government may terminate this contract by a notice in writing from the Contracting Officer to the Contractor.

This contract is authorized by the following law: Public No. 703—76th Congress, approved July 2, 1940.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-626; Filed, January 28, 1941;
10:03 a. m.]

[Contract No. W-672-ORD-3521]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: SCOVILL MANUFACTURING COMPANY

Contract for: Fuzes.

Amount: \$3,780,000.00.

Place: Picatinny Arsenal, Dover, N. J.

This contract, entered into this 6th day of January 1941.

Scope of this contract. The contractor shall furnish and deliver * * * Fuzes for the consideration stated three million seven hundred eighty thousand dollars and 00/100 — (\$3,780,000.00) — net—in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Delays—Liquidated damages. If the contractor refuses or fails to make delivery of the materials or supplies within the time specified in Article 1, or any extension thereof, the actual damage to the Government for the delay will be impossible to determine, and in lieu thereof the contractor shall pay to the Government, as fixed, agreed, and liquidated damages for each calendar day of delay in making delivery, the amount as set forth in the specifications or accompanying papers, and the contractor and his sureties shall be liable for the amount thereof.

Liquidated damages will be assessed for each and every calendar day of delay in delivery of this material beyond the schedule set forth in the bid submitted at the rate of * * * % for each and every calendar day of delay with a maximum liquidated damage charge of * * * %.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided.

Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-623; Filed, January 28, 1941;
10:02 a. m.]

DEPARTMENT OF THE INTERIOR

Bituminous Coal Division.

[Docket No. 34-FD]

APPLICATION OF PENNSYLVANIA ELECTRIC COMPANY FOR RENEWAL OF EXEMPTION

ORDER GRANTING RENEWAL OF EXEMPTION

Pennsylvania Electric Company, Applicant herein, having on June 14, 1937, filed with the National Bituminous Coal Commission a verified application for exemption with respect to certain bituminous coal produced and consumed by the Applicant, or produced and transported by the Applicant to itself for consumption by it in the business of producing electrical energy and heat for sale and distribution to the public; and

The Commission having, on August 31, 1938, entered an order pursuant to such application in Docket No. 34-FD ordering that the provisions in section 4, Part II, (1) do apply to the bituminous coal produced by Applicant at its mines located in Clearfield, Somerset, Center and Indiana Counties, Pennsylvania; and consumed by it in the business of producing electrical energy and heat in its plant at Johnstown, Pennsylvania, for sale and distribution to the public, and that such coal shall not be deemed subject to the provisions of section 4 of the Bituminous Coal Act of 1937, and further ordering the Applicant to apply annually thereafter, and at such other times as the Commission may require for renewal of said order, and to file such accompanying reports as will enable the Commission to determine whether the facts as found in said order continue to exist; and

The Director, having by Order dated December 22, 1939, renewed the exemption granted by the Order dated August 31, 1938, subject to the condition that the exemption shall automatically terminate and expire unless the applicant, on or before November 22, 1940, files an application for renewal of said order; and

The applicant, having on December 27, 1940, filed with the Bituminous Coal Division a verified application for renewal of said Order of August 31, 1938, granting the applicant an exemption; and

The Director having determined that the conditions supporting the exemption granted by the Order dated August 31, 1938, continue to exist;

It is ordered, That the application filed December 27, 1940, for renewal of said Order Dated August 31, 1938, be and the same hereby is granted;

Provided, however, That said Order of August 31, 1938, and the exemption granted thereby, shall automatically terminate and expire unless the applicant shall immediately notify the Director upon

1. Any change in the ownership of the mines from which the coal in question is produced or in the ownership of the plants or factories or other facilities at which the coal is consumed; and

2. Any change in the agency or instrumentality through which the coal is being produced on the date of this order.

It is further ordered, That the Director, at any time, upon his own motion or upon the petition of any interested person, may direct the applicant to show cause why the exemption granted by the Order of August 31, 1938, should not be terminated. Any person filing such a petition shall serve a copy thereof upon the applicant herein.

Dated: January 27, 1941.

[SEAL]

H. A. GRAY,
Director.

[F. R. Doc. 41-656; Filed, January 28, 1941;
11:22 a. m.]

[Docket No. A-120]

PETITION OF JACK DODS AND RIO GRANDE COAL COMPANY, CODE MEMBERS IN DISTRICT NO. 20, FOR REVISION OF THE PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR CERTAIN COALS OF THEIR CHIDESTER NO. 2 AND RIO GRANDE MINES IN SAID DISTRICT, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

ORDER DISMISSING PETITION

A joint petition having been filed with the Bituminous Coal Division by the above-named parties, and it appearing that said petition is fatally deficient in matters both of substance and form, and that although said parties have been notified of the deficiencies in those respects they have failed to take any steps to rectify the same; and

It further appearing that District Board No. 20 has filed an intervening petition in said matter objecting to the relief sought by the petitioners.

It is hereby ordered, That the original petition herein filed be and the same is hereby dismissed and said docket closed without prejudice to the rights of said original petitioners or either of them as to the matters herein involved in such other proceeding or proceedings as may be hereinafter instituted.

Dated: January 27, 1941.

[SEAL]

H. A. GRAY,
Director.

[F. R. Doc. 41-655; Filed, January 28, 1941;
11:21 a. m.]

[Docket No. 1468-FD]

APPLICATION OF COLE FUEL COMPANY,
LONDON, LAUREL COUNTY, KENTUCKY
FOR EXEMPTION

ORDER OF DENIAL

The above-entitled application for exemption having been filed with the Bituminous Coal Division pursuant to the provisions of the second paragraph of section 4-A of the Bituminous Coal Act of 1937 by the above-named party; and a hearing on such matter having commenced on January 15, 1941 at Hotel Lafayette, Lexington, Kentucky, which hearing was terminated on the same date at the request of applicant; and

Applicant, through its counsel, and counsel for the Bituminous Coal Division, having entered into a stipulation, dated January 15, 1941, wherein applicant has agreed and admitted that the above-entitled application was filed in bad faith, that the commerce in coal covered by the above-entitled application for exemption directly affects interstate commerce in coal, and that the Director may enter an order finding that the said application was filed in bad faith, and denying the said application for exemption on the merits on the basis of the facts agreed upon in the aforementioned stipulation;

Now therefore the Director finds that the applicant acted in bad faith in filing the above-entitled application, and finds that the above-entitled application for exemption should be denied, and to that effect;

It is ordered.

Dated: January 27, 1941.

[SEAL]

H. A. GRAY,
Director.

[F. R. Doc. 41-654; Filed, January 28, 1941;
11:21 a. m.]

[Docket No. 1474-FD]

IN THE MATTER OF JOHN T. PAYNE,
DEFENDANT

CEASE AND DESIST ORDER

A complaint dated November 1, 1940, pursuant to the provisions of sections 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937, having been duly filed on November 4, 1940, by District Board No. 9, a district board, complainant, with the Bituminous Coal Division alleging wilful violation by the defendant of the Bituminous Coal Code or rules and regulations thereunder, as follows:

That the defendant John T. Payne, whose address is Owensboro, Kentucky and who operates the J. T. Payne mine Bon Harbor Road, Daviess County, Kentucky, wilfully violated the provisions of the Code and the effective minimum prices by selling during the month of October 1940, all sizes and grades of coal produced at the defendant's aforesaid mine at prices less than the effective minimum prices applicable to said coal.

The defendant having by stipulation made December 5, 1940, a true copy of which is annexed hereto and made a

part hereof,¹ admitted the truth of the allegations of said complaint and consented to the making and entry of this order:

It is ordered, That the defendant, its (or his) officers, representatives, agents, servants, employees, and attorneys, and all persons acting or claiming to act in its (or his) behalf or interest, cease and desist and they hereby are permanently enjoined and restrained from violating the Code, the effective minimum prices and marketing rules and regulations.

It is further ordered, That the Division in its discretion may apply to the Circuit Court of Appeals of the United States within any circuit where such defendant resides and carries on business for the enforcement hereof.

Dated: January 27, 1941.

[SEAL]

H. A. GRAY,
Director.

[F. R. Doc. 41-653; Filed, January 28, 1941;
11:21 a. m.]

[Docket No. 1494-FD]

IN THE MATTER OF SHELBY STEAM COAL CO., INC., AND FINNEY RATLIFF, DEFENDANTS

ORDER CANCELING HEARING

The above entitled proceedings having been concluded by the entry of a cease and desist order against the defendants pursuant to stipulation;

It is ordered, That the hearing previously scheduled for January 21, 1941, at Ashland, Kentucky, is hereby canceled.

Dated: January 27, 1941.

[SEAL]

H. A. GRAY,
Director.

[F. R. Doc. 41-651; Filed, January 28, 1941;
11:20 a. m.]

[Docket No. 1506-FD]

IN THE MATTER OF DUNREATH COAL COMPANY, DEFENDANT

CEASE AND DESIST ORDER

A complaint dated December 18, 1940, pursuant to the provisions of sections 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937, having been filed by the Bituminous Coal Producers Board for District No. 12, as complainant with the Bituminous Coal Division, alleging wilful violation by the defendant of the Bituminous Coal Code, the effective minimum prices and the marketing rules and regulations by selling and delivering by rail 71 cars of Domestic-Stoker (Size Group 7) coal, containing a total tonnage of 3,160.77 to the Central Fibre Products Company at Tama, Iowa, at the mine price of \$1.80 per ton at various dates between October 1, 1940, and December 11, 1940, while the effective minimum price for such coal at the mine of the defendant at the time such shipments were made was \$2.55 per ton.

¹ Not filed as part of original document.

The defendant having by stipulation made January 22, 1941, a true copy of which is annexed hereto and made a part hereof,¹ admitted the truth of the allegations of said complaint and consented to the making and entry of this order.

The defendant having by said stipulation further stipulated and agreed that neither such stipulation nor this order shall constitute a waiver by or on behalf of any person entitled to file a complaint under sections 4 II (j) and 5 of the Act, or either of them, of any right, penalty or forfeiture which they may respectively have against the defendant by reason of any violation other than that alleged in the complaint herein, or a waiver by or on behalf of any code member of any right which he may have against the defendant pursuant to section 5 (d) of the Act in respect to the violations alleged in the complaint herein.

It is ordered, That the defendant, its partners, officers, representatives, agents, servants, employees, and attorneys, and all persons acting or claiming to act in its behalf or interest, cease and desist and they hereby are permanently enjoined and restrained from violating the code, the effective minimum prices and the marketing rules and regulations.

It is further ordered, That this order shall continue in full force and effect in respect to the defendant, its partners, officers, representatives, agents, servants, employees and attorneys and all persons acting or claiming to act in its behalf or interest, upon any restoration of the defendant's code membership pursuant to section 5 (c) of the Act, whether revocation of the defendant's code membership so restored occurs before or after the date of the entry of this order.

It is further ordered, That the Division in its discretion may apply to the Circuit Court of Appeals of the United States within any circuit where such defendant resides and carries on business for the enforcement hereof.

Dated: January 27, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-652; Filed, January 28, 1941;
11:20 a. m.]

[Docket No. 1509-FD]

IN THE MATTER OF ETNA GAMBLIN,
DEFENDANT

NOTICE OF AND ORDER FOR HEARING

A complaint dated December 20, 1940, pursuant to the provisions of sections 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937, having been duly filed on January 4, 1941, by W. W. Crick, a member of District Board No. 9, complainant, with the Bituminous Coal Division alleging willful violation by the defendant of the Bituminous Coal Code or rules and regulations thereunder;

It is ordered, That a hearing in respect to the subject matter of such complaint

be held on March 6, 1941, at 10 a. m., at a hearing room of the Bituminous Coal Division at County Court House, Madisonville, Kentucky.

It is further ordered, That Travis Williams or any other officer or officers of the Bituminous Coal Division designated by the Director thereof for that purpose shall preside at the hearing in such matter. The officer so designated to preside at such hearing is hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to such places as he may direct by announcement at said hearing or any adjourned hearing or by subsequent notice, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to said defendant and to all other parties herein and to all persons and entities having an interest in such proceeding. Any person or entity eligible under § 301.123 of the Rules and Regulations Governing Practice and Procedure Before the Bituminous Coal Division in Proceedings Instituted Pursuant to section 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937, may file a petition for intervention not later than five (5) days before the date herein set for hearing on the complaint.

Notice is hereby given, That answer to the complaint must be filed with the Bituminous Coal Division at its Washington office or with any one of the statistical bureaus of the Division, within twenty (20) days after date of service thereof on the defendant; and that any defendant failing to file an answer within such period, unless the Director or the presiding officer shall otherwise order, shall be deemed to have admitted the allegations of the complaint herein and to have consented to the entry of an appropriate order on the basis of the facts alleged.

All persons are hereby notified, That the hearing in the above-entitled matter and orders entered therein may concern, in addition to the matters specifically alleged in the complaint herein, other matters incidental and related thereto, whether raised by amendment of the complaint, petition for intervention, or otherwise, and all persons are cautioned to be guided accordingly.

The matter concerned herewith is in regard to the complaint filed by said complainant, alleging willful violation by the above-named defendant of the Bituminous Coal Code or rules and regulations thereunder as follows: By selling (a) to the Clarksville Laundry & Linen Supply, Clarksville, Tennessee, on or about December 14, 1940, approximately 6½ tons

of pea or stoker coal produced at his Dempster Strip Mine in Hopkins County, Kentucky, at \$2.50 per ton delivered at Clarksville, Tennessee; (b) to Carlton Averitt, Clarksville, Tennessee, during the period since November 1, 1940, approximately 6 tons of screenings of coal produced at his Dempster Strip Mine at a price of \$1.25 per ton delivered at Clarksville, Tennessee; and (c) to C. C. Beach, Clarksville, Tennessee, during the period since November 1, 1940, approximately 2 tons of screenings of coal produced at his Dempster Strip Mine at a price of \$1.25 per ton delivered at Clarksville, Tennessee.

Dated: January 27, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-649; Filed, January 28, 1941;
11:20 a. m.]

[Docket No. 1510-FD]

IN THE MATTER OF PAUL RIDEOUT, DE-
FENDANT

NOTICE OF AND ORDER FOR HEARING

A complaint dated December 20, 1940, pursuant to the provisions of section 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937, having been duly filed on January 4, 1941, by W. W. Crick, a member of District Board No. 9, complainant, with the Bituminous Coal Division alleging willful violation by the defendant of the Bituminous Coal Code or rules and regulations thereunder;

It is ordered, That a hearing in respect to the subject matter of such complaint be held on March 6, 1941, at 10 a. m., at a hearing room of the Bituminous Coal Division in the County Courthouse, Madisonville, Kentucky.

It is further ordered, That Travis Williams or any other officer or officers of the Bituminous Coal Division designated by the Director thereof for that purpose shall preside at the hearing in such matter. The officer so designated to preside at such hearing is hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to such places as he may direct by announcement at said hearing or any adjourned hearing or by subsequent notice, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to said defendant and to all other parties herein and to all persons and entities having an interest in such proceeding. Any person or entity eligible under § 301.123 of the Rules and Regulations Governing Practice and Procedure Before the Bituminous Coal Division in

¹ Not filed as part of original document.

Proceedings Instituted Pursuant to sections 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937, may file a petition for intervention not later than five (5) days before the date herein set for hearing on the complaint.

Notice is hereby given, That answer to the complaint must be filed with the Bituminous Coal Division at its Washington office or with any one of the statistical bureaus of the Division, within twenty (20) days after date of service thereof on the defendant; and that any defendant failing to file an answer within such period, unless the Director or the presiding officer shall otherwise order, shall be deemed to have admitted the allegations of the complaint herein and to have consented to the entry of an appropriate order on the basis of the facts alleged.

All persons are hereby notified, That the hearing in the above-entitled matter and orders entered therein may concern, in addition to the matters specifically alleged in the complaint herein, other matters incidental and related thereto, whether raised by amendment of the complaint, petition for intervention, or otherwise, and all persons are cautioned to be guided accordingly.

The matter concerned herewith is in regard to the complaint filed by said complainant, alleging willful violation by the above-named defendant of the Bituminous Coal Code or rules and regulations thereunder as follows: By selling to J. L. Parris, Dixon, Tennessee, on or about December 11, 1940, approximately 5 tons of 3' lump coal produced at his Puddin Head Mine at a price of \$2.00 per ton f. o. b. the mine.

Dated: January 27, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-650; Filed, January 28, 1941;
11:20 a. m.]

DEPARTMENT OF AGRICULTURE.

Rural Electrification Administration.

[Administrative Order No. 553]

ALLOCATION OF FUNDS FOR LOANS

JANUARY 16, 1941.

By virtue of the authority vested in me by the provisions of Section 4 of the Rural Electrification Act of 1936, as amended, I hereby allocate, from the sums authorized by said Act, funds for loans for the projects and in the amounts as set forth in the following schedule:

Project Designation:	Amount
Arkansas 1018D1 Carroll	\$139,000
Arkansas 1021C1 Lincoln	77,000
Illinois 1048A1 Clay	275,000
Kentucky 1030E1 Shelby	100,000
Kentucky 1045C1 Anderson	119,000
Kentucky 1050C1 Graves	80,000
Louisiana 1013C1 East Baton Rouge	125,000
Michigan 1028F1 Presque Isle	299,000
Nebraska 1063B1 Stanton District Public	29,000
New Mexico 1013A1 S. E.	216,000
Ohio 1093A2 Washington	20,000

Project Designation—Con.	Amount
Oklahoma 1030A1 Choctaw	\$149,000
Oklahoma 1031A1 Woodward	234,000
Tennessee 1043A1 Newport Public	150,000
Tennessee 1048A1 Lauderdale	337,000
Tennessee 1049A1 Fayette	240,000
Texas 1052D1 Fannin	160,000
Texas 1076D1 Blanco	135,000

[SEAL] HARRY SLATTERY,
Administrator.

[F. R. Doc. 41-659; Filed, January 28, 1941;
11:23 a. m.]

DEPARTMENT OF LABOR.

Division of Public Contracts.

IN THE MATTER OF THE DETERMINATION OF THE PREVAILING MINIMUM WAGES IN THE ELECTRICAL AND RADIO TRANSMITTER AND RELATED PRODUCTS MANUFACTURING INDUSTRY

NOTICE OF OPPORTUNITY TO FURNISH ADDITIONAL WAGE INFORMATION

The Public Contracts Board, in connection with its consideration of the matter of the prevailing minimum wages in the Electrical and Radio Transmitter and Related Products Manufacturing Industry, has suggested to me that in the light of the evidence at the hearing,¹ the members of the industry be given further opportunity to submit plant wage data in support of the claim made at the hearing that there are well recognized geographical differentials in the industry. I am, therefore, requesting each member of the industry to furnish me, for inclusion in the record, the following information, on or before February 8, 1941:

- (1) Name, location and products of each plant.
- (2) Total number of production employees by plant.
- (3) The actual hourly earnings paid, and the number of employees receiving each wage, for each plant.
- (4) Statement as to number of beginning workers and wages paid, for each plant.

Dated: January 25, 1941.

[SEAL] L. METCALFE WALLING,
Administrator.

[F. R. Doc. 41-661; Filed, January 28, 1941;
11:45 a. m.]

FEDERAL COMMUNICATIONS COMMISSION.

[Docket No. 5994]

APPLICATION OF LINER'S BROADCASTING STATION, INC. (KMLB)

NOTICE OF HEARING

Application dated July 12, 1940, for construction permit; class of service, broadcast; class of station, broadcast; location, Monroe, Louisiana; operating assignment specified: Frequency, 1410

¹ 5 F.R. 1656.

kc. (DA for night use) power, 1 kw. night; 1 kw. day; hours of operation, unlimited.

You are hereby notified that the Commission has examined the above described application and has designated the matter for hearing for the following reasons:

1. To determine the area and population served by Station KMLB as now operated, and the area and population which would be served through operation of the station as proposed.

2. To determine the nature and effect of the interference which the proposed operation would cause to existing stations, and the effect such operation would have upon operation of a station as proposed in application B3-P-2887 of KNOE, Inc.

3. To determine whether the proposed change in operating assignment from a local assignment to a regional assignment would be consistent with good engineering practice and would tend toward a fair, efficient and equitable distribution of radio service as contemplated by sec. 307 (b) of the Communications Act of 1934, as amended.

4. To determine whether this application was filed for the purpose of preventing or delaying construction of another broadcast station in applicant's community.

5. To determine whether, in view of the facts relating to the above matters, and in view of the further fact that the frequency 1420 kc., which is adjacent to the frequency applied for herein, is requested in an application of KNOE, Inc., to construct a station at Monroe, Louisiana, public convenience, interest or necessity would be served by the granting of the instant application.

The application involved herein will not be granted by the Commission unless the issues listed above are determined in favor of the applicant on the basis of a record duly and properly made by means of a formal hearing.

The applicant is hereby given the opportunity to obtain a hearing on such issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's Rules of Practice and Procedure. Persons other than the applicant who desire to be heard must file a petition to intervene in accordance with the provisions of § 1.102 of the Commission's Rules of Practice and Procedure.

The applicant's address is as follows:

Liner's Broadcasting Station, Inc.,
Radio Station KMLB,
Jackson and Harrison Streets,
Monroe, Louisiana.

Dated at Washington, D. C., January 25, 1941.

By the Commission.

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 41-643; Filed, January 28, 1941;
11:07 a. m.]

[Docket No. 5995]

APPLICATION OF KNOE, INC. (NEW)

NOTICE OF HEARING

Application dated May 18, 1940; for construction permit; class of service, broadcast; class of station, broadcast; location, Monroe, La.; operating assignment specified: Frequency, 1420 kc.; power, 250 watts; hours of operation, unlimited.

You are hereby notified that the Commission has examined the above described application and has designated the matter for hearing for the following reasons:

1. To determine whether the applicant is qualified by reason of the character, training and experience of its officers, directors, and stockholders to construct and operate the proposed station.
2. To determine the area and population which applicant's station would serve if operated as proposed.
3. To determine the nature and effect of the interference which the proposed operation would cause to operation of Station KMLB as proposed in application B3-P-2939 of Liner's Broadcasting Station, Inc.
4. To determine whether, in view of the facts relating to the above issues, and in view of the further fact that the frequency 1410 kc., which is adjacent to the frequency requested herein, is requested in the application of Liner's Broadcasting Station, Inc., B3-P-2939, public convenience, interest, or necessity would be served by the granting of this application.

The application involved herein will not be granted by the Commission unless the issues listed above are determined in favor of the applicant on the basis of a record duly and properly made by means of a formal hearing.

The applicant is hereby given the opportunity to obtain a hearing on such issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's Rules of Practice and Procedure. Persons other than the applicant who desire to be heard must file a petition to intervene in accordance with the provisions of § 1.102 of the Commission's Rules of Practice and Procedure.

The applicant's address is as follows:

KNOE, Inc.,
% James A. Noe,
Monroe, Louisiana.

Dated at Washington, D. C. January 25, 1941.

By the Commission.

[SEAL]

T. J. SLOWIE,
Secretary.

[F. R. Doc. 41-644; Filed, January 28, 1941;
11:07 a. m.]

FEDERAL POWER COMMISSION.

[Docket No. IT-5667]

IN THE MATTER OF IOWA-NEBRASKA LIGHT AND POWER COMPANY

NOTICE OF APPLICATION

JANUARY 22, 1941.

Notice is hereby given that on January 22, 1941, an application was filed with the Federal Power Commission pursuant to Section 203 of the Federal Power Act by Iowa-Nebraska Light and Power Company, a corporation organized and existing under the laws of the State of Delaware and doing business in the States of Nebraska and Iowa, with its principal business office at 14th and O Streets, Lincoln, Nebraska, seeking an order authorizing the sale of its facilities for the production, transmission, distribution and sale of electric energy (except as indicated below) situated in the State of Nebraska to the Consumers Public Power District, a public corporation and political subdivision of the State of Nebraska organized and existing under and by virtue of the laws of the State of Nebraska. The property to be sold does not include the 66,000 volt transmission line together with all the facilities incidental thereto from the applicant's substation at Plattsmouth, Nebraska to the Missouri River and the river crossing at the Missouri River. The consideration for the proposed sale, the application states, will be \$19,465,000, subject to the adjustments provided for in the agreement of sale; all as more fully appears in the application on file with the Commission.

Any person desiring to be heard or to make any protest with reference to the said application should, on or before the 4th day of February 1941, file with the Federal Power Commission a petition or protest in accordance with the Commission's Rules of Practice and Regulations.

[SEAL]

LEON M. RUQUAY,
Secretary.

[F. R. Doc. 41-621; Filed, January 28, 1941;
10:02 a. m.]

FEDERAL TRADE COMMISSION.

[Docket No. 3947]

IN THE MATTER OF LEO LICHTENSTEIN, LIBBIE LICHTENSTEIN, AND BYRON J. LICHTENSTEIN, INDIVIDUALLY AND AS CO-PARTNERS, TRADING UNDER THE NAME OF HARLICH MANUFACTURING COMPANY

ORDER APPOINTING TRIAL EXAMINER AND FIXING TIME AND PLACE FOR TAKING TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in

the City of Washington, D. C., on the 25th day of January, A. D. 1941.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission, under an Act of Congress (38 Stat. 717; 15 U.S.C.A., Section 41),

It is ordered, That William W. Shepard, a Trial Examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Tuesday, February 18, 1941, at ten o'clock in the forenoon at that day (central standard time) in Room 1123, New Post Office Building, Chicago, Illinois.

Upon completion of testimony for the Federal Trade Commission, the Trial Examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The Trial Examiner will then close the case and make his report upon the evidence.

By the Commission.

[SEAL]

OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41-634; Filed, January 28, 1941;
11:02 a. m.]

[Docket No. 3952]

IN THE MATTER OF KENNETH E. BREWER, EVERETT R. BREWER, AND NELSON C. BREWER, INDIVIDUALLY, AND COPARTNERS TRADING UNDER THE NAME OF CHAS. A. BREWER & SONS

ORDER APPOINTING TRIAL EXAMINER AND FIXING TIME AND PLACE FOR TAKING TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 25th day of January, A. D. 1941.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission, under an Act of Congress (38 Stat. 717; 15 U.S.C.A., Section 41),

It is ordered, That William W. Shepard, a Trial Examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Monday, February 17, 1941, at ten o'clock in the forenoon of that day (central standard time) in Room 1123 New Post Office Building, Chicago, Illinois.

Upon completion of testimony for the Federal Trade Commission, the Trial Examiner is directed to proceed immediately to take testimony and evidence on

behalf of the respondent. The Trial Examiner will then close the case and make his report upon the evidence.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41-635; Filed, January 28, 1941;
11:02 a. m.]

[Docket No. 4135]

IN THE MATTER OF PHILIP HARRY KOOLISH
AND SARA ALLEN KOOLISH, INDIVIDUALLY,
AND TRADING AS STANDARD DISTRIBUTING
COMPANY

ORDER APPOINTING TRIAL EXAMINER AND FIX-
ING TIME AND PLACE FOR TAKING TESTI-
MONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 25th day of January, A. D. 1941.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission, under an Act of Congress (38 Stat. 717; 15 U.S.C.A., Section 41),

It is ordered, That William W. Shepard, a Trial Examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Thursday, February 6, 1941, at two o'clock in the afternoon of that day (central standard time) in Room 1123, New Post Office Building, Chicago, Illinois.

Upon completion of testimony for the Federal Trade Commission, the Trial Examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The Trial Examiner will then close the case and make his report upon the evidence.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc 41-636; Filed, January 28, 1941;
11:02 a. m.]

[Docket No. 4155]

IN THE MATTER OF LILLIAN M. GRANGER, L.
H. MURRAY, CLARA FEITLER, AND ADOLF
FEITLER, INDIVIDUALLY, AND TRADING AS
G. & F. SALES COMPANY

ORDER APPOINTING TRIAL EXAMINER AND FIX-
ING TIME AND PLACE FOR TAKING TESTI-
MONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 25th day of January, A. D. 1941.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal

Trade Commission, under an Act of Congress (38 Stat. 717; 15 U.S.C.A., Section 41),

It is ordered, That William W. Shepard, a Trial Examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Thursday, February 6, 1941, at eleven o'clock in the forenoon of that day (central standard time) in Room 1123, New Post Office Building, Chicago, Illinois.

Upon completion of testimony for the Federal Trade Commission, the Trial Examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The Trial Examiner will then close the case and make his report upon the evidence.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41-637; Filed, January 28, 1941;
11:02 a. m.]

[Docket No. 4157]

IN THE MATTER OF LEONA JOHNSON, AND
AUBREY M. GRAFF, INDIVIDUALLY, AND
TRADING AS RADIO DISTRIBUTORS

ORDER APPOINTING TRIAL EXAMINER AND FIX-
ING TIME AND PLACE FOR TAKING TESTI-
MONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 25th day of January, A. D. 1941.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission, under an Act of Congress (38 Stat. 717; 15 U.S.C.A., Section 41),

It is ordered, That William W. Shepard, a Trial Examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Thursday, February 6, 1941, at three o'clock in the afternoon of that day (central standard time) in Room 1123, New Post Office Building, Chicago, Illinois.

Upon completion of testimony for the Federal Trade Commission, the Trial Examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The Trial Examiner will then close the case and make his report upon the evidence.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41-638; Filed, January 28, 1941;
11:03 a. m.]

[Docket No. 4242]

IN THE MATTER OF JOHN J. SCHOCKET, IN-
DIVIDUALLY, AND TRADING AS CONSUMERS
MERCANTILE SERVICE

ORDER APPOINTING TRIAL EXAMINER AND
FIXING TIME AND PLACE FOR TAKING TESTI-
MONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 25th day of January, A. D. 1941.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission, under an Act of Congress (38 Stat. 717; 15 U.S.C.A., Section 41),

It is ordered, That William W. Shepard, a Trial Examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Thursday, February 6, 1941, at ten o'clock in the forenoon of that day (central standard time) in Room 1123, New Post Office Building, Chicago, Illinois.

Upon completion of testimony for the Federal Trade Commission, the Trial Examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The Trial Examiner will then close the case and make his report upon the evidence.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41-639; Filed, January 28, 1941;
11:03 a. m.]

[Docket No. 4263]

IN THE MATTER OF UNION CONCESSION
COMPANY, A CORPORATION

ORDER APPOINTING TRIAL EXAMINER AND FIX-
ING TIME AND PLACE FOR TAKING TESTI-
MONY

At a regular session of the Federal Trade Commission held at its office in the City of Washington, D. C., on the 25th day of January, A. D. 1941.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission, under an Act of Congress (38 Stat. 717; 15 U.S.C.A., Section 41).

It is ordered, That William W. Shepard, a Trial Examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Friday, February 7, 1941, at three o'clock in the afternoon of that day (central standard time) in Room 1121, New Post Office Building, Chicago, Illinois.

Upon completion of testimony for the Federal Trade Commission, the Trial Examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The Trial Examiner will then close the case and make his report upon the evidence.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41-640; Filed, January 28, 1941;
11:03 a. m.]

[Docket No. 4409]

IN THE MATTER OF MRS. ALMA LOUGHRAN
AND LEE R. LOUGHRAN, INDIVIDUALLY,
AND TRADING AS ALMA'S HOME MADE
CANDIES

ORDER APPOINTING TRIAL EXAMINER AND FIX-
ING TIME AND PLACE FOR TAKING
TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 25th day of January, A. D. 1941.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission, under an Act of Congress (38 Stat. 717; 15 U.S.C.A., section 41),

It is ordered, That William W. Shepard, a Trial Examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Friday, February 7, 1941, at ten o'clock in the forenoon of that day (central standard time), in Room 1121, New Post Office Building, Chicago, Illinois.

Upon completion of testimony for the Federal Trade Commission, the Trial Examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The Trial Examiner will then close the case and make his report upon the evidence.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41-641; Filed, January 28 1941;
11:03 a. m.]

[Docket No. 4417]

IN THE MATTER OF EWEN CAMERON, INDIVIDUALLY,
AND TRADING AS MERCHANDISE
SALES SYNDICATE

ORDER APPOINTING TRIAL EXAMINER AND FIX-
ING TIME AND PLACE FOR TAKING TESTI-
MONY

At a regular session of the Federal Trade Commission, held at its office in

the City of Washington, D. C., on the 25th day of January, A. D. 1941.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission, under an Act of Congress (38 Stat. 717; 15 U.S.C.A., section 41),

It is ordered, That William W. Shepard, a Trial Examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Friday, February 7, 1941, at eleven o'clock in the forenoon of that day (central standard time), in Room 1121, New Post Office Building, Chicago, Illinois.

Upon completion of testimony for the Federal Trade Commission, the Trial Examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The Trial Examiner will then close the case and make his report upon the evidence.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41-642; Filed, January 28, 1941;
11:04 a. m.]

SECURITIES AND EXCHANGE COM- MISSION.

[File No. 812-96]

IN THE MATTER OF AVIATION AND TRANS-
PORTATION CORPORATION

ORDER OF EXEMPTION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 17th day of January, A. D. 1941.

Aviation and Transportation Corporation, a registered closed-end non-diversified management investment company, having filed an application pursuant to section 17 (b) of the Investment Company Act of 1940 for an order exempting from the provisions of section 17 (a) of that Act, a proposed transaction involving the purchase by its controlled company, The Aviation Corporation, of all of the former company's assets other than its holdings of the stock of The Aviation Corporation and an indeterminate sum of cash;

A public hearing having been held on said application after appropriate notice; and the Commission having examined the record and having this day made its findings and rendered its opinion;

It is hereby ordered on the basis of said findings and opinion that the said application be, and the same hereby is, granted, and the proposed purchase of assets as set forth in said application be,

and the same hereby is, exempted from the provisions of Section 17 (a) of the said Act.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-645; Filed, January 28, 1941;
11:14 a. m.]

[File No. 31-84]

IN THE MATTER OF INTERNATIONAL UTILI-
TIES CORPORATION, DOMINION GAS AND
ELECTRIC COMPANY

ORDER EXTENDING EXEMPTION FOR LIMITED
PERIOD

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 25th day of January, A. D. 1941.

International Utilities Corporation and Dominion Gas and Electric Company having made application for exemption of Dominion Gas and Electric Company as a holding company pursuant to the provisions of section 3 (a) (5) of the Public Utility Holding Company Act of 1935, and said companies having also made application pursuant to section 3 (b) of said Act for an order exempting Dominion Gas and Electric Company and its subsidiary companies from the provisions of the Act applicable to them as subsidiary companies of International Utilities Corporation, a registered holding company; and

The Commission on the 13th day of April 1939, having made and entered an order exempting Dominion Gas and Electric Company from all those provisions of the Public Utility Holding Company Act of 1935 which would require it to register under said Act because of its directly or indirectly owning, controlling, or holding with power to vote 10% or more of the outstanding voting securities of Canadian Western Natural Gas, Light, Heat and Power Company, Limited; Northwestern Utilities, Limited; and Canadian Utilities, Limited; and also exempting Dominion Gas and Electric Company; Canadian Western Natural Gas, Light, Heat and Power Company, Limited; Northwestern Utilities, Limited; Canadian Utilities, Limited, and other non-utility subsidiaries to the extent specified from certain provisions of the Act applicable to them as subsidiary companies of International Utilities Corporation, a registered holding company;

The said order further providing that the exemptions therein granted shall expire December 31, 1940, without prejudice to the right of International Utilities Corporation and Dominion Gas and Electric Company to apply on behalf of themselves and the subsidiary companies of Dominion Gas and Electric Company for an extension of the time in which such order shall be effective; and

International Utilities Corporation and Dominion Gas and Electric Company having filed on the 10th day of December 1940, an amendment to the application aforesaid requesting that the exemptions heretofore granted by the Commission be extended for a further period beyond December 31, 1940; and

The Commission having, by order dated December 27, 1940, extended the exemptions granted to Dominion Gas and Electric Company and its subsidiaries by order of the Commission dated April 13, 1939, so that the same shall expire on January 31, 1941; and

The Commission having requested certain additional information with respect to the aforesaid amended application, which information has not as yet been furnished, and not having had sufficient opportunity to give full consideration to the aforesaid amended application, but deeming it not detrimental to the public interest or the interest of investors or consumers that the aforesaid exemptions be further extended for a limited additional period in view of the facts and circumstances above set forth;

It is therefore ordered, That the exemptions granted to Dominion Gas and Electric Company and its subsidiaries by order of this Commission dated April 13, 1939, as extended by order of this Commission dated December 27, 1940, be and the same hereby are further extended so that the same shall expire on March 15, 1941.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-646; Filed, January 28, 1941;
11:14 a. m.]

[File No. 31-417]

IN THE MATTER OF CONSOLIDATED ELECTRIC
AND GAS COMPANY

ORDER TEMPORARILY EXTENDING EXEMPTION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 25th day of January, A. D. 1941.

Consolidated Electric and Gas Company, a registered holding company, having made application for an extension of the exemption, expiring December 31, 1940, granted certain of its foreign subsidiaries by order of the Commission dated February 2, 1939, pursuant to section 3 (b) of the Public Utility Holding Company Act of 1935, from certain provisions of said Act applicable to them as subsidiaries of a registered holding company, and the Commission having, by order dated December 27, 1940, extended such exemption until January 31, 1941.

The Commission having requested certain additional information with regard to the aforesaid application, which information has not as yet been furnished, but deeming it not detrimental to the public interest or the interest of investors or consumers to grant a further temporary extension of the time during which such order of exemption shall be effective;

It is therefore ordered, That the time during which such order of exemption shall be effective be, and hereby is, extended until March 15, 1941.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-647; Filed, January 28, 1941;
11:14 a. m.]

[File No. 31-408]

IN THE MATTER OF CITIES SERVICE COMPANY
ORDER FURTHER EXTENDING EFFECTIVE DATE
OF ORDER DENYING EXEMPTION FROM PRO-
VISIONS OF PUBLIC UTILITY HOLDING
COMPANY ACT OF 1935

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 27th day of January, A. D. 1941.

The Commission having, on December 23, 1940, entered its order denying the application for exemption in the above matter, the effective date of said order being January 16, 1941, and having stated in its Findings and Opinion accompanying the said order that it would instruct its staff to be available immediately to discuss certain exemptions with representatives of the applicant so that the Commission might be prepared to issue appropriate exemptive orders or rules before the effective date of its said order; and

The Commission, by order entered January 10, 1941, having extended the effective date of said order to and including January 28, 1941, in order to permit of such conferences being held; and

The Commission finding it to be in the public interest and for the protection of investors and consumers that the effective date of the said order be further extended as herein provided.

It is ordered, That the effective date of the Commission's order of December 23, 1940 denying the application for exemption in the above matter be, and it hereby is, extended to and including January 30, 1941.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-648; Filed, January 28, 1941;
11:14 a. m.]

